

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

5110 MARKET & CAFE)

5110 NC HWY 96 N.)

SELMA, NC 27576)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and 5110 Market & Cafe.

- A. On 1/28/2015, the Standards Division conducted inspection #49655 of the propane facility at 5110 Market & Cafe. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/25/2015, the Standards Division conducted inspection #49906 of the propane facility at 5110 Market & Cafe. This inspection revealed the item found to be in violation on 1/28/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that 5110 Market & Cafe, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.22.3 & 7.2.3.2.B) No Smoking Sign - no open flame, no ignition source within 25 feet

- D. On or about 3/31/2015, the Standards Division assessed 5110 Market & Cafe a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. 5110 Market & Cafe agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2015.
- F. Breach of any conditions in paragraph (a) above by 5110 Market & Cafe may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to 5110 Market & Cafe for such payment. Failure by 5110 Market & Cafe to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. 5110 Market & Cafe acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of May 2015.

BY CONSENT:

5110 Market & Cafe
Mr. Vivek Patel
5110 NC Hwy 96 N.
Selma, NC 27576

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Vivek Patel
5110 Market & Cafe
5110 NC Hwy 96 N.
Selma, NC 27576

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF IREDELL

IN THE MATTER OF:)

A AND J INC)

3321 TAYLORSVILLE HWY)

STATESVILLE, NC 28625)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and A and J Inc.

A. On 4/28/2014, the Standards Division conducted inspection #48580 of the propane facility at A and J Inc. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.

B. As a result of its inspection, the Standards Division alleges that A and J Inc, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

C. On or about 5/1/2014, the Standards Division assessed A and J Inc a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. A and J Inc agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/11/2014.

E. Breach of any conditions in paragraph (a) above by A and J Inc may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to A and J Inc for such payment. Failure by A and J Inc to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. A and J Inc acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of May 2014.

BY CONSENT:

A and J Inc
Jeff Poplin
3321 Taylorsville Hwy
Statesville, NC 28625

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Jeff Poplin
A and J Inc
3321 Taylorsville Hwy
Statesville, NC 28625

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BEAUFORT

IN THE MATTER OF:)

ACE HARDWARE)

1305 JOHN SMALL AVE.)

WASHINGTON, NC 27810)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ace Hardware.

- A. On 2/11/2014, the Standards Division conducted inspection #48215 of the propane facility at Ace Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Ace Hardware, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 2/14/2014, the Standards Division assessed Ace Hardware a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ace Hardware agrees to pay the sum of \$122.51 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/5/2014.
- E. Breach of any conditions in paragraph (a) above by Ace Hardware may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ace Hardware for such payment. Failure by Ace Hardware to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Ace Hardware acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

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Rich Roberson

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Rich Roberson

Stephen Z. Zamm

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NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CATAWBA

IN THE MATTER OF:

GENERAL DYNAMICS

1492 JOE JOHNSON ROAD

CATAWBA, NC 28609

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Wholesale - Eastern Region.

- A. On 7/23/2013, the Standards Division conducted inspection #40906 of the propane facility at General Dynamics. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/3/2013, the Standards Division conducted inspection #41290 of the propane facility at General Dynamics. This inspection revealed the item found to be in violation on 7/23/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Wholesale - Eastern Region, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

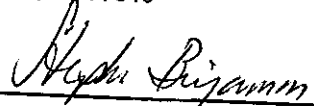
(14.3.1) Maintenance procedures
- D. On or about 10/9/2013, the Standards Division assessed AmeriGas Wholesale - Eastern Region a civil penalty of \$450.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Wholesale - Eastern Region agrees to pay the sum of \$273.76 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/27/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Wholesale - Eastern Region may render due and payable the entire amount of the \$450.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Wholesale - Eastern Region for such payment. Failure by AmeriGas Wholesale - Eastern Region to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Wholesale - Eastern Region acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 28th day of March 2014.

BY CONSENT:



AmeriGas Wholesale - Eastern Region
Mr. JB Galindo ~~Russ Bantels~~
13105 Northwest Freeway Suite #500
Houston, TX 77040



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CATAWBA

IN THE MATTER OF:)
COMMScope, INC.)
3642 US HWY 70 E)
CLAREMONT, NC 28610)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Wholesale - Eastern Region.

- A. On 7/31/2013, the Standards Division conducted inspection #40969 of the propane facility at CommScope, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/3/2013, the Standards Division conducted inspection #41293 of the propane facility at CommScope, Inc.. This inspection revealed both of the items found to be in violation on 7/31/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Wholesale - Eastern Region, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.12.4/6.12.9) ESV has remote actuations & is operational
 - (14.3.1) Maintenance procedures
- D. On or about 10/9/2013, the Standards Division assessed AmeriGas Wholesale - Eastern Region a civil penalty of \$750.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Wholesale - Eastern Region agrees to pay the sum of \$456.26 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/27/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Wholesale - Eastern Region may render due and payable the entire amount of the \$750.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Wholesale - Eastern Region for such payment. Failure by AmeriGas Wholesale - Eastern Region to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Wholesale - Eastern Region acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 28th day of March 2014.

BY CONSENT:



AmeriGas Wholesale - Eastern Region
~~Mr. JD Calinde~~ *MR RUSS BAATEL*
13105 Northwest Freeway Suite #500
Houston, TX 77040



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CATAWBA

IN THE MATTER OF:)
COMMScope, INC.)
6519 COMMScope RD.)
CATAWBA, NC 28609)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Wholesale - Eastern Region.

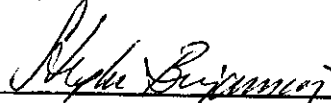
- A. On 7/31/2013, the Standards Division conducted inspection #40973 of the propane facility at CommScope, Inc.. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/3/2013, the Standards Division conducted inspection #41295 of the propane facility at CommScope, Inc.. This inspection revealed all of the items found to be in violation on 7/31/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Wholesale - Eastern Region, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (GS 119.58 (b)) Tank or property identified as to owner/user
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
- D. On or about 10/9/2013, the Standards Division assessed AmeriGas Wholesale - Eastern Region a civil penalty of \$1,050.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Wholesale - Eastern Region agrees to pay the sum of \$638.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/27/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Wholesale - Eastern Region may render due and payable the entire amount of the \$1,050.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Wholesale - Eastern Region for such payment. Failure by AmeriGas Wholesale - Eastern Region to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Wholesale - Eastern Region acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 28th day of March 2014.

BY CONSENT:



AmeriGas Wholesale - Eastern Region
Mr. ~~JD Galindo~~ *Russ Bantels*
13105 Northwest Freeway Suite #500
Houston, TX 77040



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CATAWBA

IN THE MATTER OF:)
COMMScope, INC)
6519 COMMScope RD.)
CATAWBA, NC 28609.)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Wholesale - Eastern Region.

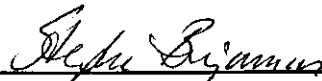
- A. On 7/23/2013, the Standards Division conducted inspection #40971 of the propane facility at CommScope, Inc. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/3/2013, the Standards Division conducted inspection #41296 of the propane facility at CommScope, Inc. This inspection revealed all of the items found to be in violation on 7/23/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Wholesale - Eastern Region, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.12.4/6.12.9) ESV has remote actuations & is operational
 - (GS 119.58 (b)) Tank or property identified as to owner/user
 - (14.3.1) Maintenance procedures
- D. On or about 10/9/2013, the Standards Division assessed AmeriGas Wholesale - Eastern Region a civil penalty of \$950.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Wholesale - Eastern Region agrees to pay the sum of \$577.93 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/27/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Wholesale - Eastern Region may render due and payable the entire amount of the \$950.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Wholesale - Eastern Region for such payment. Failure by AmeriGas Wholesale - Eastern Region to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Wholesale - Eastern Region acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

this is the 28th day of March 2014.

BY CONSENT:



AmeriGas Wholesale - Eastern Region
Mr. JB Galindo *Russ Burrell*
13105 Northwest Freeway Suite #500
Houston, TX 77040



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
COMMScope, INC)
6519 COMMScope RD.)
CATAWBA, NC 28609)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Wholesale - Eastern Region.

- A. On 7/23/2013, the Standards Division conducted inspection #40971 of the propane facility at CommScope, Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/3/2013, the Standards Division conducted inspection #41296 of the propane facility at CommScope, Inc. This inspection revealed the item found to be in violation on 7/23/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/14/2014, the Standards Division conducted inspection #42050 of the propane facility at CommScope, Inc. This inspection revealed the item found to be in violation on 10/3/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Wholesale - Eastern Region, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

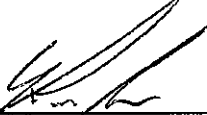
(GS 119.58 (b)) Tank or property identified as to owner/user

- E. On or about 4/17/2014, the Standards Division assessed AmeriGas Wholesale - Eastern Region a civil penalty of \$650.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. AmeriGas Wholesale - Eastern Region agrees to pay the sum of \$398.16 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/8/2014.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Wholesale - Eastern Region may render due and payable the entire amount of the \$650.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Wholesale - Eastern Region for such payment. Failure by AmeriGas Wholesale - Eastern Region to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Wholesale - Eastern Region acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of October 2014.

BY CONSENT:



AmeriGas Wholesale - Eastern Region
Mr. Kevin Arcieri
11450 Compaq Center Drive West
Suite 400
Houston, TX 77070



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
COMMScope, INC.)
6519 COMMScope RD.)
CATAWBA, NC 28609)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Wholesale - Eastern Region.

- A. On 7/31/2013, the Standards Division conducted inspection #40973 of the propane facility at CommScope, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/3/2013, the Standards Division conducted inspection #41295 of the propane facility at CommScope, Inc.. This inspection revealed the item found to be in violation on 7/31/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/14/2014, the Standards Division conducted inspection #42086 of the propane facility at CommScope, Inc.. This inspection revealed the item found to be in violation on 10/3/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Wholesale - Eastern Region, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(GS 119.58 (b)) Tank or property identified as to owner/user

- E. On or about 4/23/2014, the Standards Division assessed AmeriGas Wholesale - Eastern Region a civil penalty of \$650.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

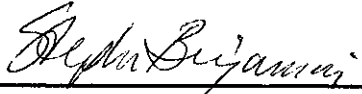
- a. AmeriGas Wholesale - Eastern Region agrees to pay the sum of \$395.43 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/8/2014.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Wholesale - Eastern Region may render due and payable the entire amount of the \$650.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Wholesale - Eastern Region for such payment. Failure by AmeriGas Wholesale - Eastern Region to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Wholesale - Eastern Region acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of October 2014.

BY CONSENT,



AmeriGas Wholesale - Eastern Region
Mr. Kevin Arcieri
11450 Compaq Center Drive West Suite 400
Houston, TX 77070



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)
AMERIGAS PROPANE, LP)
3201 INDIANA AVE)
WINSTON-SALEM, NC 27105)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 10/22/2013, the Standards Division conducted inspection #41386 of the propane facility at AmeriGas Propane, LP. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/21/2014, the Standards Division conducted inspection #43051 of the propane facility at AmeriGas Propane, LP. This inspection revealed the item found to be in violation on 10/22/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1 (piping)) Leak free

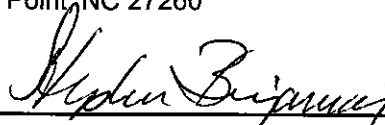
- D. On or about 10/24/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/15/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 16th day of March 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)

AMERIGAS PROPANE, LP)

3201 INDIANA AVE)

WINSTON-SALEM, NC 27105)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 10/21/2014, the Standards Division conducted inspection #43052 of the propane facility at AmeriGas Propane, LP. This inspection revealed violations of five items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(14.2.1.6) Container ESVs and internal valves closed if unattended

- C. On or about 10/24/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/15/2015.
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

his is the 16th day of March 2015.

BY CONSENT:

Bob Wilson

AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

OF RANDOLPH

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
AMERIGAS PROPANE, LP)
8763 US HWY 311)
ARCHDALE, NC 27263)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

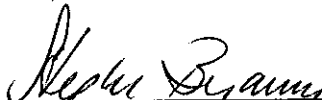
- A. On 10/21/2014, the Standards Division conducted inspection #43053 of the propane facility at AmeriGas Propane, LP. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/15/2014, the Standards Division conducted inspection #43295 of the propane facility at AmeriGas Propane, LP. This inspection revealed both of the items found to be in violation on 10/21/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.14.1) Leak free
 - (14.3.1) Maintenance procedures
- D. On or about 12/18/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$750.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$375.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$750.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 21st day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

OF GUILFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:)
AMERIGAS PROPANE, LP)
1574 GABLE ST.)
HIGH POINT, NC 27260)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

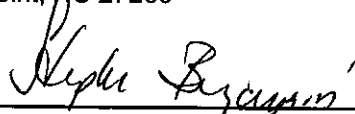
- A. On 10/21/2014, the Standards Division conducted inspection #43054 of the propane facility at AmeriGas Propane, LP. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/15/2014, the Standards Division conducted inspection #43298 of the propane facility at AmeriGas Propane, LP. This inspection revealed the item found to be in violation on 10/21/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (14.3.1) Maintenance procedures
- D. On or about 12/18/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$450.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$450.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Drive
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

OF RANDOLPH

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
AMERIGAS PROPANE, LP)
1729 BETHEL DR.)
HIGH POINT, NC 27260)

SETTLEMENT AGREEMENT

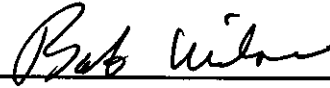
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

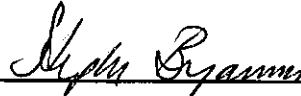
- A. On 10/21/2014, the Standards Division conducted inspection #43056 of the propane facility at AmeriGas Propane, LP. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/15/2014, the Standards Division conducted inspection #43299 of the propane facility at AmeriGas Propane, LP. This inspection revealed all of the items found to be in violation on 10/21/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.14.1) Leak free
 - (14.3.1) Maintenance procedures
 - (6.5.2.1) 10 feet from containers other than those being filled (includes stored tanks)
- D. On or about 12/18/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$1,050.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$525.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$1,050.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

1st day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAYNE

IN THE MATTER OF:)

GEORGIA PACIFIC CORP)

139 BREWINGTON DR)

DUDLEY, NC 28333)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.


- A. On 10/28/2014, the Standards Division conducted inspection #43093 of the propane facility at Georgia Pacific Corp. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/6/2015, the Standards Division conducted inspection #43330 of the propane facility at Georgia Pacific Corp. This inspection revealed the item found to be in violation on 10/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(14.3.1) Maintenance procedures

- D. On or about 1/9/2015, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$450.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/4/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$450.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of February 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Jeff Andras
703 S George St
Goldsboro, NC 27530



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050



STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF HALIFAX

IN THE MATTER OF:)

G. C. ADKINS FARM)

7373 RINGWOOD RD.)

ENFIELD, NC 27823)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 1/27/2015, the Standards Division conducted inspection #43432 of the propane facility at G. C. Adkins Farm. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/5/2015, the Standards Division conducted inspection #43613 of the propane facility at G. C. Adkins Farm. This inspection revealed both of the items found to be in violation on 1/27/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(14.3.1) Maintenance procedures

(6.6.1.4) Paint

- D. On or about 3/11/2015, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$650.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$325.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/7/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$650.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 8th day of July 2015.

BY CONSENT:

AmeriGas Propane, LP
Mr. Jeremiah Pendergrass
1208 Julian Allsbrook Hwy.
Weldon, NC 27890

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jeremiah Pendergrass
AmeriGas Propane, LP
1208 Julian Allsbrook Hwy.
Weldon, NC 27890

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NASH

IN THE MATTER OF:)

AMERIGAS PROPANE, LP)

1601 S. CHURCH ST.)

ROCKY MOUNT, NC 27801)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 3/20/2017, the Standards Division conducted inspection #46312 of the propane facility at AmeriGas Propane, LP. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(15.2.1.6) Container ESVs and internal valves closed if unattended

- C. On or about 3/21/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2017.
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of April 2017.

BY CONSENT:

AmeriGas Propane, LP
Mr. Johnny Respass
1038 E. Washington St.
Nashville, NC 27856

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Johnny Respass
AmeriGas Propane, LP
1038 E. Washington St.
Nashville, NC 27856

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

AMERIGAS PROPANE, LP)

8763 US HWY 311)

ARCHDALE, NC 27263)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 12/8/2016, the Standards Division conducted inspection #46044 of the propane facility at AmeriGas Propane, LP. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/24/2017, the Standards Division conducted inspection #46408 of the propane facility at AmeriGas Propane, LP. This inspection revealed the item found to be in violation on 12/8/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/3/2017, the Standards Division conducted inspection #46903 of the propane facility at AmeriGas Propane, LP. This inspection revealed the item found to be in violation on 4/24/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.11.4 & 6.11.5) Remote shutdown station and sign
- E. On or about 10/4/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/24/2018.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 25th day of May 2018.

BY CONSENT:

AmeriGas Propane, LP
Mr. Bob Wilson
1904 South Main St
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROCKINGHAM

IN THE MATTER OF:)

AMERIGAS)

2501 S. SCALES ST.)

REIDSVILLE, NC 27320)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Amerigas.

- A. On 9/26/2017, the Standards Division conducted inspection #46875 of the propane facility at Amerigas. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/4/2017, the Standards Division conducted inspection #47151 of the propane facility at Amerigas. This inspection revealed the item found to be in violation on 9/26/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 9/6/2018, the Standards Division conducted inspection #48066 of the propane facility at Amerigas. This inspection revealed the item found to be in violation on 12/4/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Amerigas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.6 & 6.14.9) Automatic closure of ESVs

- E. On or about 9/7/2018, the Standards Division assessed Amerigas a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Amerigas agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/6/2018.
- G. Breach of any conditions in paragraph (a) above by Amerigas may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Amerigas for such payment. Failure by Amerigas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Amerigas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of November 2018.

BY CONSENT:

Amerigas
Mr. Jimmy Isley
710 Patton Ave.
Greensboro, NC 27406

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Isley
Amerigas
710 Patton Ave.
Greensboro, NC 27406

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)

A&A PLANT FARM)

5389 NC HWY 150 E)

BROWNS SUMMIT, NC 27214)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 9/26/2017, the Standards Division conducted inspection #46876 of the propane facility at A&A Plant Farm. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/7/2017, the Standards Division conducted inspection #47070 of the propane facility at A&A Plant Farm. This inspection revealed both of the items found to be in violation on 9/26/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 9/6/2018, the Standards Division conducted inspection #48067 of the propane facility at A&A Plant Farm. This inspection revealed both of the items found to be in violation on 11/7/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.13.4, 6.13.5) Remote shutdown station and sign
 - (6.14.2.1) ESV remote marked with sign
- E. On or about 9/7/2018, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/6/2018.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of November 2018.

BY CONSENT:

AmeriGas Propane, LP
Mr. Jimmy Isley
710 Patton Ave
Greensboro, NC 27406

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Isley
AmeriGas Propane, LP
710 Patton Ave
Greensboro, NC 27406

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

FOWLER'S SUPERMARKET)

13564 SWAMP FOX HWY E.)

TABOR CITY, NC 28463)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 6/25/2013, the Standards Division conducted inspection #47268 of the propane facility at Fowler's Supermarket. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/5/2013, the Standards Division conducted inspection #47636 of the propane facility at Fowler's Supermarket. This inspection revealed the item found to be in violation on 6/25/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/4/2013, the Standards Division conducted inspection #47959 of the propane facility at Fowler's Supermarket. This inspection revealed the item found to be in violation on 9/5/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 2/10/2014, the Standards Division conducted inspection #48192 of the propane facility at Fowler's Supermarket. This inspection revealed the item found to be in violation on 12/4/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NIST 44) vapor eliminator, vapor connection to tank
- F. On or about 2/14/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$750.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$375.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/3/2014.
- H. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$750.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of March 2014.

BY CONSENT:

AmeriGas Propane, LP
Mr. Paul Pariseau
827 Hwy 17 S
North Myrtle Beach, SC 29582

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Paul Pariseau
AmeriGas Propane, LP
827 Hwy 17 S
North Myrtle Beach, SC 29582

NORTH CAROLINA

OF GUILFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:)
BRENTWOOD SERVICE CENTER)
1925 BRENTWOOD ST.)
HIGH POINT, NC 27260)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 2/12/2014, the Standards Division conducted inspection #48222 of the propane facility at Brentwood Service Center. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/22/2014, the Standards Division conducted inspection #48550 of the propane facility at Brentwood Service Center. This inspection revealed the item found to be in violation on 2/12/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- D. On or about 4/25/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$182.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/22/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

nd day of September 2014.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BEAUFORT

IN THE MATTER OF:)

BJ'S OF SIDNEY)

5621 NC HWY 99 S.)

BELHAVEN, NC 27810)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 3/20/2014, the Standards Division conducted inspection #48394 of the propane facility at BJ's of Sidney. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/29/2014, the Standards Division conducted inspection #48715 of the propane facility at BJ's of Sidney. This inspection revealed both of the items found to be in violation on 3/20/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.18.2.3 & 6.25.3.17) remote control switch
 - (6.9.3.10 & 6.6.1.2) supported, protected and painted
- D. On or about 6/10/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of July 2014.

BY CONSENT:

AmeriGas Propane, LP
Mr. Stewart Johnson
342 King St.
Belhaven, NC 27810

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Stewart Johnson
AmeriGas Propane, LP
342 King St.
Belhaven, NC 27810

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)

U-HAUL MOVING & STORAGE)

2908 N MAIN ST.)

HIGH POINT, NC 27265)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

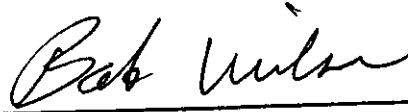
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

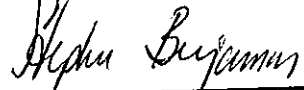
- A. On 2/12/2014, the Standards Division conducted inspection #48220 of the propane facility at U-Haul Moving & Storage. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/14/2014, the Standards Division conducted inspection #48886 of the propane facility at U-Haul Moving & Storage. This inspection revealed both of the items found to be in violation on 2/12/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.9.6.2) Flexible Connector - condition, 5 feet maximum
 - (5.7.7.2) Fill Valves - capped
- D. On or about 7/17/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/26/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of January 2015.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Bob Wilson", written over a horizontal line.

AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROCKINGHAM

IN THE MATTER OF:)
PULLIAM & SONS GROCERY)
1499 US HWY 29 BUSINESS)
REIDSVILLE, NC 27320)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

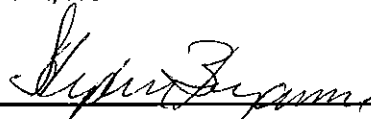
- A. On 7/1/2014, the Standards Division conducted inspection #48838 of the propane facility at Pulliam & Sons Grocery. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/11/2014, the Standards Division conducted inspection #49001 of the propane facility at Pulliam & Sons Grocery. This inspection revealed the item found to be in violation on 7/1/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.7.2.4 & 6.7.2.3) Relief Valves - covered and directed upward
 - (6.4.5.1 & 6.4.5.2) No enclosures over a tank unless specifically allowed and supported by a fire protection analysis.
- D. On or about 8/15/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$306.25 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/15/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 16th day of March 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

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NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)
BILL PLEMMONS RV WORLD)
6725 UNIVERSITY PARKWAY)
RURAL HALL, NC 27045)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 8/14/2014, the Standards Division conducted inspection #49021 of the propane facility at Bill Plemmons RV World. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/27/2014, the Standards Division conducted inspection #49287 of the propane facility at Bill Plemmons RV World. This inspection revealed both of the items found to be in violation on 8/14/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.8.3) name plate
 - (6.14.1) leak free
- D. On or about 10/30/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

four day of April 2015.

COUNTY OF FORSYTH

IN THE MATTER OF

BILL PLUMMER vs. WILSON

6735 (10/15/07) 10/15/07

RURAL HILLS

BY CONSENT:

Bob Wilson 6-29-15

AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

Stephen Benjamin 7/6/15

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)
CAMPING WORLD, INC.)
8615 TRIAD DR.)
COLFAX, NC 27235)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 8/18/2014, the Standards Division conducted inspection #49030 of the propane facility at Camping World, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/6/2014, the Standards Division conducted inspection #49338 of the propane facility at Camping World, Inc.. This inspection revealed the item found to be in violation on 8/18/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Camping World, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.7.2.4 & 6.7.2.3) Relief Valves - covered and directed upward

- D. On or about 11/12/2014, the Standards Division assessed Camping World, Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Camping World, Inc. agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/29/2015.
- F. Breach of any conditions in paragraph (a) above by Camping World, Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Camping World, Inc. for such payment. Failure by Camping World, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Camping World, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 29th day of June 2015.

BY CONSENT:

Bob Wilson 6-29-15

AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

Stephen Benjamin 7/6/15

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF DAVIE

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
FOREST LAKE)
192 THOUSAND TRAILS DR.)
ADVANCE, NC 27006)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 9/17/2014, the Standards Division conducted inspection #49137 of the propane facility at Forest Lake. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/2/2014, the Standards Division conducted inspection #49420 of the propane facility at Forest Lake. This inspection revealed the item found to be in violation on 9/17/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

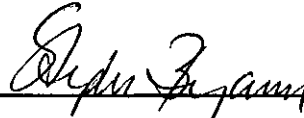
- D. On or about 12/5/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 21st day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

JUNTY OF HALIFAX

IN THE MATTER OF:)
ENFIELD/ROCKY MOUNT KOA)
101 BELL ACRES)
ENFIELD, NC 27823)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 10/1/2014, the Standards Division conducted inspection #49200 of the propane facility at Enfield/Rocky Mount KOA. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/18/2014, the Standards Division conducted inspection #49513 of the propane facility at Enfield/Rocky Mount KOA. This inspection revealed the item found to be in violation on 10/1/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.18.2.3) bypass

- D. On or about 12/29/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/25/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 26th day of January 2015.

BY CONSENT:

AmeriGas Propane LP
Johnny Respass

AmeriGas Propane, LP
Mr. Johnny Respass
1038 E. Washington St.
Nashville, NC 27856

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

ZOOLAND FAMILY CAMPGROUND)

3671 PISGAH COVERED BRIDGE RD.)

ASHEBORO, NC 27205)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

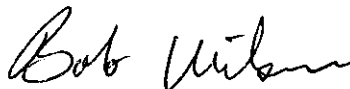
- A. On 10/29/2014, the Standards Division conducted inspection #49309 of the propane facility at Zooland Family Campground. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/2/2015, the Standards Division conducted inspection #49672 of the propane facility at Zooland Family Campground. This inspection revealed the item found to be in violation on 10/29/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.2) protection from vehicles

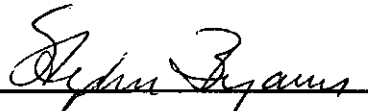
- D. On or about 2/5/2015, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

MCPHERSON'S ACME GENERAL)

1355 OLD STAGE RD.)

RIEGELWOOD, NC 28456)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 11/4/2014, the Standards Division conducted inspection #49324 of the propane facility at McPherson's Acme General. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 1/15/2015, the Standards Division conducted inspection #49594 of the propane facility at McPherson's Acme General. This inspection revealed the item found to be in violation on 11/4/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/25/2015, the Standards Division conducted inspection #49902 of the propane facility at McPherson's Acme General. This inspection revealed the item found to be in violation on 1/15/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 6/9/2015, the Standards Division conducted inspection #50225 of the propane facility at McPherson's Acme General. This inspection revealed the item found to be in violation on 3/25/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) paint

- F. On or about 6/12/2015, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$385.47 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/20/2017.
- H. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of December 2016.

BY CONSENT:

AmeriGas Propane, LP
Mr. Brad Loflin
3246-A US Hwy 421 N
Wilmington, NC 28401

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
AmeriGas Propane, LP
3246-A US Hwy 421 N
Wilmington, NC 28401

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

IN THE MATTER OF:

THE LITTLE GENERAL STORE

2409 US 70 HWY

MEBANE, NC 27302-7965

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:


G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas LP.

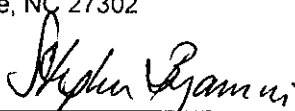
- A. On 8/6/2015, the Standards Division conducted inspection #50472 of the propane facility at The Little General Store. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/22/2015, the Standards Division conducted inspection #50673 of the propane facility at The Little General Store. This inspection revealed the item found to be in violation on 8/6/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/5/2015, the Standards Division conducted inspection #50867 of the propane facility at The Little General Store. This inspection revealed the item found to be in violation on 9/22/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.18.2.3) bypass
- E. On or about 11/6/2015, the Standards Division assessed AmeriGas LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/30/2015.
- G. Breach of any conditions in paragraph (a) above by AmeriGas LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas LP for such payment. Failure by AmeriGas LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of November 2015.

BY CONSENT:



AmeriGas LP
Mr. Billy Foust
PO Box 338
Mebane, NC 27302



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WILKES

IN THE MATTER OF:)

HANDY CAMPING CENTER, INC.)

4387 W. US HWY 421 N.)

NORTH WILKESBORO, NC 28659)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.


- A. On 7/21/2015, the Standards Division conducted inspection #50404 of the propane facility at Handy Camping Center, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/1/2015, the Standards Division conducted inspection #50585 of the propane facility at Handy Camping Center, Inc.. This inspection revealed all of the item found to be in violation on 7/21/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/3/2015, the Standards Division conducted inspection #50958 of the propane facility at Handy Camping Center, Inc.. This inspection revealed all of the item found to be in violation on 9/1/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NIST Handbook 44 3.32, N.2 and 1.10, G-UR.4.4) User must provide equipment to facilitate testing so that vaporization, liquefaction, and volume changes are minimized.

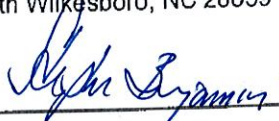
- E. On or about 12/4/2015, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/16/2016.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 17th day of December 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Scott Sturgill", written over a horizontal line.

AmeriGas Propane, LP
Mr Scott Sturgill
1207 Second St.
North Wilkesboro, NC 28659

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

CITY OF NASH

THE MATTER OF:

PERFORMANCE SMALL ENGINE CENTER,

4456 SUNSET AVE.

ROCKY MOUNT, NC 27804

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

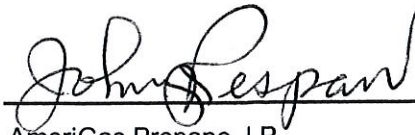
- A. On 10/7/2015, the Standards Division conducted inspection #50728 of the propane facility at Performance Small Engine Center, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/23/2015, the Standards Division conducted inspection #50938 of the propane facility at Performance Small Engine Center, Inc.. This inspection revealed the item found to be in violation on 10/7/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/15/2015, the Standards Division conducted inspection #51008 of the propane facility at Performance Small Engine Center, Inc.. This inspection revealed the item found to be in violation on 11/23/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.9.3.10 & 6.6.1.2) supported, protected and painted

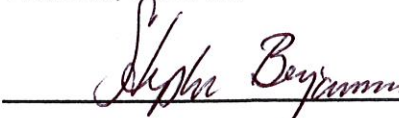
- E. On or about 12/16/2015, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/9/2016.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

10th day of January 2016.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Johnny Respass", written over a horizontal line.

AmeriGas Propane, LP
Mr. Johnny Respass
1038 E. Washington St.
Nashville, NC 27856

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

MCPHERSON'S ACME GENERAL)

1355 OLD STAGE RD.)

RIEGELWOOD, NC 28456)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 8/12/2015, the Standards Division conducted inspection #50502 of the propane facility at McPherson's Acme General. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/25/2015, the Standards Division conducted inspection #50688 of the propane facility at McPherson's Acme General. This inspection revealed the item found to be in violation on 8/12/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/29/2015, the Standards Division conducted inspection #50839 of the propane facility at McPherson's Acme General. This inspection revealed the item found to be in violation on 9/25/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 1/8/2016, the Standards Division conducted inspection #51084 of the propane facility at McPherson's Acme General. This inspection revealed the item found to be in violation on 10/29/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.7.2.4 & 6.7.2.3) Relief Valves - covered and directed upward

- F. On or about 1/11/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/20/2017.
- H. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of December 2016.

BY CONSENT:

AmeriGas Propane, LP
Mr. Brad Loflin
3246-A US Hwy 421 N
Wilmington, NC 28401

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
AmeriGas Propane, LP
3246-A US Hwy 421 N
Wilmington, NC 28401

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ONSLOW

IN THE MATTER OF:)

HOLLY RIDGE HARDWARE)

552 E OCEAN RD)

HOLLY RIDGE, NC 28445)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 3/9/2016, the Standards Division conducted inspection #51359 of the propane facility at Holly Ridge Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/13/2016, the Standards Division conducted inspection #51544 of the propane facility at Holly Ridge Hardware. This inspection revealed the item found to be in violation on 3/9/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/17/2016, the Standards Division conducted inspection #51703 of the propane facility at Holly Ridge Hardware. This inspection revealed the item found to be in violation on 4/13/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.5) piping at hose connection (or differential valve)

- E. On or about 5/18/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/24/2017.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of May 2017.

BY CONSENT:

AmeriGas Propane, LP
Mr. Brad Loflin
3246-A US Hwy 421 N
Wilmington, NC 28401

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
AmeriGas Propane, LP
3246-A US Hwy 421 N
Wilmington, NC 28401

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

IN THE MATTER OF:

U-HAUL MOVING & STORAGE

2908 N MAIN ST.

HIGH POINT, NC 27265

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 9/3/2015, the Standards Division conducted inspection #50613 of the propane facility at U-Haul Moving & Storage. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/9/2015, the Standards Division conducted inspection #50981 of the propane facility at U-Haul Moving & Storage. This inspection revealed the item found to be in violation on 9/3/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/13/2016, the Standards Division conducted inspection #51104 of the propane facility at U-Haul Moving & Storage. This inspection revealed the item found to be in violation on 12/9/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 3/28/2016, the Standards Division conducted inspection #51454 of the propane facility at U-Haul Moving & Storage. This inspection revealed the item found to be in violation on 1/13/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 6/29/2016, the Standards Division conducted inspection #51864 of the propane facility at U-Haul Moving & Storage. This inspection revealed the item found to be in violation on 3/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.4.2) breakaway for vehicle disp.
 - (6.6.4.3) The steel supports on vertical ASME containers shall be protected against fire exposure.
- G. On or about 6/30/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$472.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2018.
- I.

This is the 13th day of March 2018.

BY CONSENT:

Bob Wilson

AmeriGas Propane, LP
Mr. Bob Wilson
1904 S Main St
High Point, NC 27260

Stephen Benjamin 5/15/18

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
MONKEY JUNCTIONS SALES AND)
4905 CAROLINA BEACH RD.)
WILMINGTON, NC 28412)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 1/11/2016, the Standards Division conducted inspection #51087 of the propane facility at Monkey Junctions Sales and Rentals, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/2/2016, the Standards Division conducted inspection #51322 of the propane facility at Monkey Junctions Sales and Rentals, Inc.. This inspection revealed the item found to be in violation on 1/11/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/6/2016, the Standards Division conducted inspection #51512 of the propane facility at Monkey Junctions Sales and Rentals, Inc.. This inspection revealed the item found to be in violation on 3/2/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 7/6/2016, the Standards Division conducted inspection #51891 of the propane facility at Monkey Junctions Sales and Rentals, Inc.. This inspection revealed the item found to be in violation on 4/6/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) paint

- F. On or about 7/7/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/24/2017.
- H. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of May 2017.

BY CONSENT:

AmeriGas Propane, LP
Mr. Brad Loflin
3246-A US Hwy 421 N
Wilmington, NC 28401

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
AmeriGas Propane, LP
3246-A US Hwy 421 N
Wilmington, NC 28401

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

QUALITY INSPECTION CENTER)

1413 KILDAIRE FARM RD.)

CARY, NC 27511)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 7/14/2016, the Standards Division conducted inspection #51931 of the propane facility at Quality Inspection Center. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/1/2016, the Standards Division conducted inspection #52194 of the propane facility at Quality Inspection Center. This inspection revealed the item found to be in violation on 7/14/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/3/2016, the Standards Division conducted inspection #52316 of the propane facility at Quality Inspection Center. This inspection revealed the item found to be in violation on 9/1/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.13 & 6.25.3.6) Hydrostatic Relief Valves

- E. On or about 10/4/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/30/2018.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of February 2018.

BY CONSENT:

AmeriGas Propane, LP
Mr. Brian Keefer
1503 W Garner Rd
Garner, NC 27529

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brian Keefer
AmeriGas Propane, LP
1503 W Garner Rd
Garner, NC 27529

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

COASTAL HARDWARE & SUPPLY)

594 SEASIDE RD SW)

SUNSET BEACH, NC 28468)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 10/6/2016, the Standards Division conducted inspection #52341 of the propane facility at Coastal Hardware & Supply. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/9/2016, the Standards Division conducted inspection #52464 of the propane facility at Coastal Hardware & Supply. This inspection revealed the item found to be in violation on 10/6/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/12/2016, the Standards Division conducted inspection #52580 of the propane facility at Coastal Hardware & Supply. This inspection revealed the item found to be in violation on 11/9/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.5) piping at hose connection (or differential valve)
- E. On or about 12/13/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2017.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of April 2017.

BY CONSENT:

AmeriGas Propane, LP
Wendy Hayes
827 Hwy 17 S
North Myrtle Beach, SC 29582

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Wendy Hayes
AmeriGas Propane, LP
827 Hwy 17 S
North Myrtle Beach, SC 29582

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CRAVEN

IN THE MATTER OF:)
TRAILERS PLUS LLC)
7001 HWY 70 E)
NEW BERN, NC 28562)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

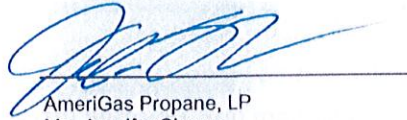
- A. On 10/11/2016, the Standards Division conducted inspection #52354 of the propane facility at Trailers Plus LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/1/2016, the Standards Division conducted inspection #52544 of the propane facility at Trailers Plus LLC. This inspection revealed the item found to be in violation on 10/11/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/5/2017, the Standards Division conducted inspection #52655 of the propane facility at Trailers Plus LLC. This inspection revealed the item found to be in violation on 12/1/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.5) piping at hose connection (or differential valve)

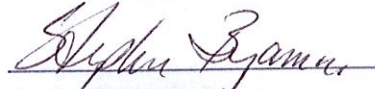
- E. On or about 1/6/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/23/2017.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of February 2017.

BY CONSENT:



AmeriGas Propane, LP
Ms. Jennifer Sharpe
5301 High St.
Morehead City, NC 28557



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

AIRGAS USA LLC)

3500 NE GREENVILLE BLVD)

GREENVILLE, NC 27834)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 12/12/2016, the Standards Division conducted inspection #52577 of the propane facility at Airgas USA LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 2/8/2017, the Standards Division conducted inspection #52779 of the propane facility at Airgas USA LLC. This inspection revealed the item found to be in violation on 12/12/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/16/2017, the Standards Division conducted inspection #52899 of the propane facility at Airgas USA LLC. This inspection revealed the item found to be in violation on 2/8/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.9.3.10 & 6.6.1.2) supported, protected and painted
- E. On or about 3/17/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/26/2017.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of March 2017.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Joann Ellis", written over a horizontal line.

AmeriGas Propane, LP
Ms. Joann Ellis
6826 Ward Blvd
Wilson, NC 27893

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

MCPHERSON'S ACME GENERAL)

1355 OLD STAGE RD.)

RIEGELWOOD, NC 28456)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

DISTRICT: 5756

GL: 590130

DATE: 5-24-17

APPROVED: BL \$250.00

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 8/10/2016, the Standards Division conducted inspection #52062 of the propane facility at McPherson's Acme General. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 1/24/2017, the Standards Division conducted inspection #52721 of the propane facility at McPherson's Acme General. This inspection revealed all of the items found to be in violation on 8/10/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/18/2017, the Standards Division conducted inspection #52998 of the propane facility at McPherson's Acme General. This inspection revealed all of the items found to be in violation on 1/24/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.5) piping at hose connection (or differential valve)

(6.7.2.4 & 6.7.2.3) Relief Valves - covered and directed upward

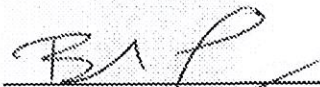
(6.6.3) base and level

- E. On or about 4/19/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/1/2017.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

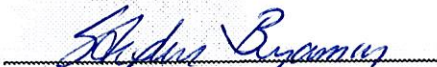
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of May 2017.

BY CONSENT:



AmeriGas Propane, LP
Mr. Brad Loflin
3246-A US Hwy 421 N
Wilmington, NC 28401



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

C N V ENTERPRISES, INC.)

3608 - BENSON RD.)

GARNER, NC 27529)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 5/3/2017, the Standards Division conducted inspection #53077 of the propane facility at C N V Enterprises, Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(GS 81A-29, NIST 44 1.10 G-UR.4.5) Other meter seal proper & intact

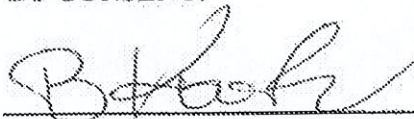
- C. On or about 5/4/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. (Said payment is due by 7/7/2017.)
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

115630

6/11 590130

This is the 7th day of June 2017.

BY CONSENT:



AmeriGas Propane, LP
Mr. Brian Keefer
1503 W Garner Rd
Garner, NC 27529



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

RANDOLPH BULIDING SUPPLY LLC)

233 RANDOLPH ST)

RANDLEMAN, NC 27317)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 5/15/2017, the Standards Division conducted inspection #53102 of the propane facility at Randolph Buliding Supply LLC. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/3/2017, the Standards Division conducted inspection #53600 of the propane facility at Randolph Buliding Supply LLC. This inspection revealed both of the items found to be in violation on 5/15/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/12/2018, the Standards Division conducted inspection #53950 of the propane facility at Randolph Buliding Supply LLC. This inspection revealed both of the items found to be in violation on 10/3/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.27.3.8) Internal valve, ESV - remote and thermal operation
 - (6.27.3.9) Internal valve, ESV remote - location identified and accessible
- E. On or about 2/13/2018, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/15/2018.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 16th day of March 2018.

BY CONSENT:

AmeriGas Propane, LP
Mr. Jimmy Isley
710 Patton Ave
Greensboro, NC 27406

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Isley
AmeriGas Propane, LP
710 Patton Ave
Greensboro, NC 27406

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)

CAMPING WORLD, INC.)

8615 TRIAD DR.)

COLFAX, NC 27235)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 5/22/2017, the Standards Division conducted inspection #53156 of the propane facility at Camping World, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/16/2017, the Standards Division conducted inspection #53665 of the propane facility at Camping World, Inc.. This inspection revealed the item found to be in violation on 5/22/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/12/2018, the Standards Division conducted inspection #54448 of the propane facility at Camping World, Inc.. This inspection revealed the item found to be in violation on 10/16/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(7.2.4) condition

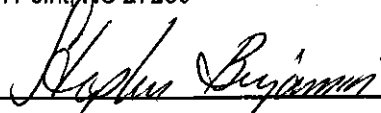
- E. On or about 6/13/2018, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/21/2018.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of June 2018.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1904 S Main St
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)
AMERIGAS PROPANE, LP)
1503 W GARNER RD)
GARNER, NC 27529)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 2/25/2014, the Standards Division conducted inspection #204368 of the propane facility at AmeriGas Propane, LP. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
 - (9.7.2.2) Not parked in congested area
- C. On or about 2/28/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/17/2014.
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of March 2014.

BY CONSENT:



AmeriGas Propane, LP
Ms. Nancy Goodman
1503 W Garner Rd
Garner, NC 27529



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ALAMANCE

IN THE MATTER OF:)

TOMMY'S MINI MART)

1382 N CHURCH STREET)

BURLINGTON, NC 27215)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

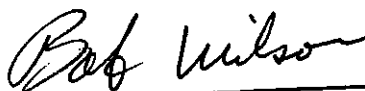
- A. On 5/27/2014, the Standards Division conducted inspection #204796 of the propane facility at Tommy's Mini Mart. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/9/2014, the Standards Division conducted inspection #204912 of the propane facility at Tommy's Mini Mart. This inspection revealed the item found to be in violation on 5/27/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

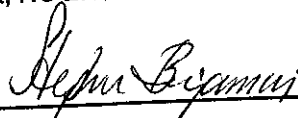
- D. On or about 7/15/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/26/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of January 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)

LOS AMIGOS TIENDA HISPANA)

1332 SOUTH MAIN STREET)

HIGH POINT, NC 27260)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

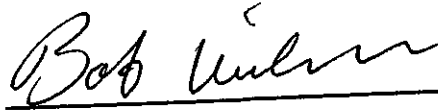
- A. On 7/14/2014, the Standards Division conducted inspection #204924 of the propane facility at Los Amigos Tienda Hispana. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/23/2014, the Standards Division conducted inspection #205599 of the propane facility at Los Amigos Tienda Hispana. This inspection revealed the item found to be in violation on 7/14/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

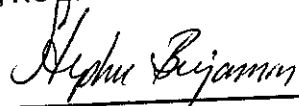
- D. On or about 9/26/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/26/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of January 2015.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Bob Wilson", written over a horizontal line.

AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ALAMANCE

IN THE MATTER OF:)

RICK'S FOOD MART)

1122 E MOREHEAD STREET)

BURLINGTON, NC 27215)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 7/9/2014, the Standards Division conducted inspection #204910 of the propane facility at Rick's Food Mart. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/29/2014, the Standards Division conducted inspection #205617 of the propane facility at Rick's Food Mart. This inspection revealed the item found to be in violation on 7/9/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/3/2014, the Standards Division conducted inspection #208391 of the propane facility at Rick's Food Mart. This inspection revealed the item found to be in violation on 9/29/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

- E. On or about 12/9/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/6/2015.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 7th day of January 2015.

BY CONSENT:

AmeriGas Propane, LP
Mr. Bob Wilson
1904 S Main St
High Point, NC 27260

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Bob Wilson
AmeriGas Propane, LP
1904 S Main St
High Point, NC 27260

OF NORTH CAROLINA

COUNTY OF GUILFORD

IN THE MATTER OF:

ENGLISH GROCERY SHOP

1924 WEST ENGLISH ROAD

HIGH POINT, NC 27262

FOR VIOLATIONS OF:

G.S. §119-58(a)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

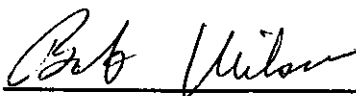
- A. On 7/14/2014, the Standards Division conducted inspection #204919 of the propane facility at English Grocery Shop. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/23/2014, the Standards Division conducted inspection #205608 of the propane facility at English Grocery Shop. This inspection revealed the item found to be in violation on 7/14/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/15/2014, the Standards Division conducted inspection #208449 of the propane facility at English Grocery Shop. This inspection revealed the item found to be in violation on 9/23/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

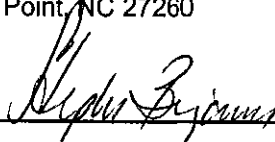
- E. On or about 12/18/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently

the 21st day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF GUILFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
FAIRWAY ONE STOP #17)
1601 WEST WARD)
HIGH POINT, NC 27260)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 9/23/2014, the Standards Division conducted inspection #205596 of the propane facility at Fairway One Stop #17. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/15/2014, the Standards Division conducted inspection #208450 of the propane facility at Fairway One Stop #17. This inspection revealed the item found to be in violation on 9/23/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

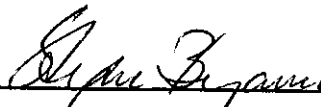
- D. On or about 12/18/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/21/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ne 21st day of April 2015.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

IN THE MATTER OF:

CITY EXXON

1102 NATIONAL HWY

THOMASVILLE, NC 27360

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.


- A. On 10/13/2015, the Standards Division conducted inspection #209733 of the propane facility at City Exxon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/3/2015, the Standards Division conducted inspection #211907 of the propane facility at City Exxon. This inspection revealed the item found to be in violation on 10/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/28/2016, the Standards Division conducted inspection #211977 of the propane facility at City Exxon. This inspection revealed the item found to be in violation on 12/3/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 4/18/2016, the Standards Division conducted inspection #212191 of the propane facility at City Exxon. This inspection revealed the item found to be in violation on 1/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

- F. On or about 4/19/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$205.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2018.
- H. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- J.

This is the 13th day of March 2018.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1904 S Main St
High Point, NC 27260

 3/15/18

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF ROCKINGHAM

IN THE MATTER OF:

MCCOLLUM'S GENERAL STORE

10475 US HWY 158 WEST

REIDSVILLE, NC 27320

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 2/3/2016, the Standards Division conducted inspection #211989 of the propane facility at McCollum's General Store. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/5/2016, the Standards Division conducted inspection #212153 of the propane facility at McCollum's General Store. This inspection revealed the item found to be in violation on 2/3/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/24/2016, the Standards Division conducted inspection #212445 of the propane facility at McCollum's General Store. This inspection revealed the item found to be in violation on 4/5/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

- E. On or about 5/25/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$57.92 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2018.
- G. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of March 2018.

BY CONSENT:



AmeriGas Propane, LP
Mr. Bob Wilson
1904 S Main St
High Point, NC 27260



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CUMBERLAND

IN THE MATTER OF:)

AMERIGAS PROPANE, LP)

6300 CLIFFDALE RD.)

FAYETTEVILLE, NC 28314)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 6/15/2016, the Standards Division conducted inspection #212488 of the propane facility at AmeriGas Propane, LP. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
 - (9.7.2.3) Parked at least 50 ft. from assembly/institution
- C. On or about 6/22/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/31/2016.
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of August 2016.

BY CONSENT:

AmeriGas Propane, LP
Mr. Lou Pitchford
6380 Cliffdale Rd., #26689
Fayetteville, NC 28314

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Lou Pitchford
AmeriGas Propane, LP
6380 Cliffdale Rd., #26689
Fayetteville, NC 28314

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ONSLOW

IN THE MATTER OF:)

CVS PHARMACY)

13461 HIGHWAY NC 50)

SURF CITY, NC 28445)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 4/13/2016, the Standards Division conducted inspection #212175 of the propane facility at CVS Pharmacy. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 5/17/2016, the Standards Division conducted inspection #212269 of the propane facility at CVS Pharmacy. This inspection revealed the item found to be in violation on 4/13/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 7/6/2016, the Standards Division conducted inspection #212545 of the propane facility at CVS Pharmacy. This inspection revealed the item found to be in violation on 5/17/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 11/7/2016, the Standards Division conducted inspection #215556 of the propane facility at CVS Pharmacy. This inspection revealed the item found to be in violation on 7/6/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

- F. On or about 11/8/2016, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/24/2017.
- H. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of May 2017.

BY CONSENT:

AmeriGas Propane, LP
Mr. Brad Loflin
3246-A US Hwy 421 N
Wilmington, NC 28401

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
AmeriGas Propane, LP
3246-A US Hwy 421 N
Wilmington, NC 28401

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF HALIFAX

IN THE MATTER OF:)

CALEDONIA INSTITUTION)

2787 CALEDONIA DR.)

HALIFAX, NC 27839)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 10/14/2013, the Standards Division conducted inspection #41329 of the propane facility at Caledonia Institution. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/2/2013, the Standards Division conducted inspection #41507 of the propane facility at Caledonia Institution. This inspection revealed the item found to be in violation on 10/14/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1 (piping)) Leak free

- D. On or about 12/5/2013, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/27/2014.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of May 2014.

BY CONSENT:

AmeriGas Propane, LP
Mr. Jeremiah Pendergrass
1208 Julian Allsbrook Hwy.
Weldon, NC 27890

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jeremiah Pendergrass
AmeriGas Propane, LP
1208 Julian Allsbrook Hwy.
Weldon, NC 27890

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

IN THE MATTER OF:

AMERIGAS PROPANE, LP

710 PATTON AVE

GREENSBORO, NC 27406

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

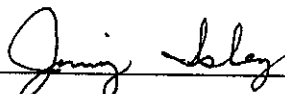
- A. On 9/19/2017, the Standards Division conducted inspection #575367 of the propane delivery vehicle assigned to AmeriGas Propane, LP. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(GS 81A-29, NIST 44 1.10 G-UR.4.5) Seal Condition – NCDA&CS seal


- C. On or about 9/20/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/2/2017.
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of October 2017.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Jimmy Isley", written over a horizontal line.

AmeriGas Propane, LP
Mr. Jimmy Isley
710 Patton Ave
Greensboro, NC 27406

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)
AMERIGAS PROPANE, LP)
710 PATTON AVE)
GREENSBORO, NC 27406)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 9/19/2017, the Standards Division conducted inspection #575372 of the propane delivery vehicle assigned to AmeriGas Propane, LP. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(GS 81A-29, NIST 44 1.10 G-UR.4.5) Seal Condition – NCDA&CS seal

- C. On or about 9/20/2017, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/2/2017.
- E. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of October 2017.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Jimmy Isley", written over a horizontal line.

AmeriGas Propane, LP
Mr. Jimmy Isley
710 Patton Ave
Greensboro, NC 27406

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)

BILL PLEMMONS RV WORLD)

6725 UNIVERSITY PARKWAY)

RURAL HALL, NC 27045)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and AmeriGas Propane, LP.

- A. On 8/14/2014, the Standards Division conducted inspection #205001 of the propane facility at Bill Plemmons RV World. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/27/2014, the Standards Division conducted inspection #208256 of the propane facility at Bill Plemmons RV World. This inspection revealed the item found to be in violation on 8/14/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that AmeriGas Propane, LP, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3.4) Separation from source of ignition

- D. On or about 10/30/2014, the Standards Division assessed AmeriGas Propane, LP a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. AmeriGas Propane, LP agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2015.
- F. Breach of any conditions in paragraph (a) above by AmeriGas Propane, LP may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to AmeriGas Propane, LP for such payment. Failure by AmeriGas Propane, LP to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. AmeriGas Propane, LP acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

April 2015.

BY CONSENT:

Bob Wilson 6-29-15

AmeriGas Propane, LP
Mr. Bob Wilson
1729 Bethel Dr.
High Point, NC 27260

Stephen Benjamin 7/6/15

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)
B & E LANDSCAPING SUPPLY)
2194 NC HWY 49 SOUTH)
ASHEBORO, NC 27205)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and B & E Landscaping Supply.


- A. On 5/21/2018, the Standards Division conducted inspection #54380 of the propane facility at B & E Landscaping Supply. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that B & E Landscaping Supply, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 5/22/2018, the Standards Division assessed B & E Landscaping Supply a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. B & E Landscaping Supply agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/11/2018.
- E. Breach of any conditions in paragraph (a) above by B & E Landscaping Supply may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to B & E Landscaping Supply for such payment. Failure by B & E Landscaping Supply to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. B & E Landscaping Supply acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of June 2018.

BY CONSENT:


B & E Landscaping Supply
Mr. Brandon Jennings
2194 NC Hwy 49 South
Asheboro, NC 27205


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NEW HANOVER

IN THE MATTER OF:)

BAME ACE HARDWARE)

1021-A N. LAKE PARK BLVD.)

CAROLINA BEACH, NC 28428)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

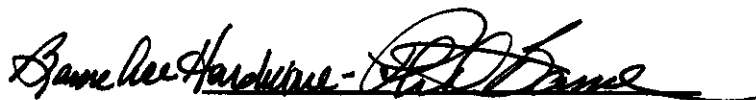
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Bame Ace Hardware.

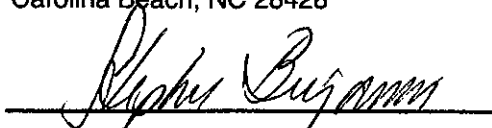
- A. On 8/28/2013, the Standards Division conducted inspection #47617 of the propane facility at Bame Ace Hardware. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/6/2014, the Standards Division conducted inspection #48621 of the propane facility at Bame Ace Hardware. This inspection revealed both of the items found to be in violation on 8/28/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Bame Ace Hardware, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating
 - (2 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.
- D. On or about 5/9/2014, the Standards Division assessed Bame Ace Hardware a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Bame Ace Hardware agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/30/2014.
- F. Breach of any conditions in paragraph (a) above by Bame Ace Hardware may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Bame Ace Hardware for such payment. Failure by Bame Ace Hardware to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Bame Ace Hardware acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 31st day of July 2014.

BY CONSENT:

Handwritten signature of Phil Bame in cursive script, written over a horizontal line.

Bame Ace Hardware
Mr Phil Bame
1021-A N. Lake Park Blvd.
Carolina Beach, NC 28428

Handwritten signature of Stephen Benjamin in cursive script, written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

COUNTY OF CATAWBA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
BARGER EQUIPMENT & PROPANE)
4901 SPRINGS RD.)
CONOVER, NC 28613)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Barger Equipment & Propane.


- A. On 12/13/2017, the Standards Division conducted inspection #53830 of the propane facility at Barger Equipment & Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Barger Equipment & Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current


- C. On or about 12/19/2017, the Standards Division assessed Barger Equipment & Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Barger Equipment & Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/18/2018.
- E. Breach of any conditions in paragraph (a) above by Barger Equipment & Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Barger Equipment & Propane for such payment. Failure by Barger Equipment & Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Barger Equipment & Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 19th day of January 2018.

BY CONSENT:



Barger Equipment & Propane
Mr. Jeffrey Barger
4893 Springs Rd.
Conover, NC 28613



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WILSON

IN THE MATTER OF:)

BENNETTS BROILERS)

8542 GALLOWAY RD.)

WALSTONBURG, NC 27888)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Bennetts Broilers.

- A. On 3/3/2014, the Standards Division conducted inspection #41793 of the propane facility at Bennetts Broilers. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 5/19/2014, the Standards Division conducted inspection #42265 of the propane facility at Bennetts Broilers. This inspection revealed the item found to be in violation on 3/3/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Bennetts Broilers, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) Leak free

- D. On or about 5/22/2014, the Standards Division assessed Bennetts Broilers a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Bennetts Broilers agrees to pay the sum of \$196.25 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/4/2015.
- F. Breach of any conditions in paragraph (a) above by Bennetts Broilers may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Bennetts Broilers for such payment. Failure by Bennetts Broilers to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Bennetts Broilers acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of October 2015.

BY CONSENT:

Bennetts Broilers
Mr. Barry Bennett
252 Suwanee Rd.
Moultrie, GA 31788

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Barry Bennett
Bennetts Broilers
252 Suwanee Rd.
Moultrie, GA 31788

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)
QUALITY BARNS OF THE TRIAD)
2437 ENGLISH RD.)
HIGH POINT, NC 27262)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Berico Fuels.

- A. On 9/23/2014, the Standards Division conducted inspection #49170 of the propane facility at Quality Barns of the Triad. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/15/2014, the Standards Division conducted inspection #49496 of the propane facility at Quality Barns of the Triad. This inspection revealed both of the items found to be in violation on 9/23/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Berico Fuels, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

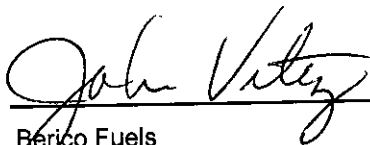
(6.9.3.10 & 6.6.1.2) supported, protected and painted

(6.18.2.3) bypass

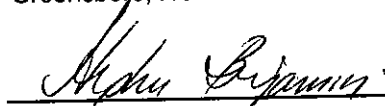
- D. On or about 12/18/2014, the Standards Division assessed Berico Fuels a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Berico Fuels agrees to pay the sum of \$393.32 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2016.
- F. Breach of any conditions in paragraph (a) above by Berico Fuels may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Berico Fuels for such payment. Failure by Berico Fuels to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Berico Fuels acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of April 2016.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "John Vitez", written over a horizontal line.

Berico Fuels
Mr. John Vitez
PO Box 1111
Greensboro, NC 27402-0111

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)
COLFAX TRAILER & REPAIR, LLC)
8426 NORCROSS RD.)
COLFAX, NC 27235)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Berico Fuels.

- A. On 8/18/2014, the Standards Division conducted inspection #49029 of the propane facility at Colfax Trailer & Repair, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/6/2014, the Standards Division conducted inspection #49340 of the propane facility at Colfax Trailer & Repair, LLC. This inspection revealed the item found to be in violation on 8/18/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/12/2015, the Standards Division conducted inspection #50115 of the propane facility at Colfax Trailer & Repair, LLC. This inspection revealed the item found to be in violation on 11/6/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Berico Fuels, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

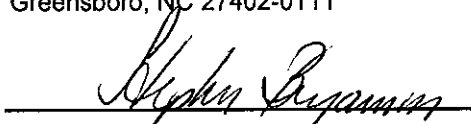
- E. On or about 5/15/2015, the Standards Division assessed Berico Fuels a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Berico Fuels agrees to pay the sum of \$319.07 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2016.
- G. Breach of any conditions in paragraph (a) above by Berico Fuels may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Berico Fuels for such payment. Failure by Berico Fuels to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Berico Fuels acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of April 2016.

BY CONSENT:

A handwritten signature in black ink, appearing to read "John Vitez", is written over a horizontal line.

Berico Fuels
Mr. John Vitez
PO Box 1111
Greensboro, NC 27402-0111

A handwritten signature in black ink, appearing to read "Stephen Benjamin", is written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)

BRYANT SENTRY HARDWARE)

3915 BURLINGTON RD.)

GREENSBORO, NC 27405)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

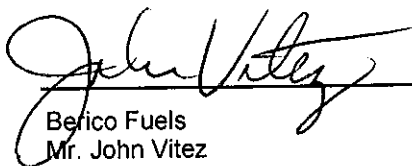
G.S. §119-58(a))

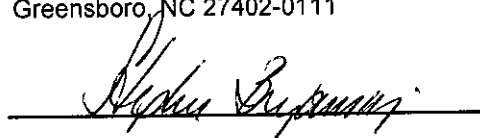
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Berico Fuels.

- A. On 12/30/2014, the Standards Division conducted inspection #49532 of the propane facility at Bryant Sentry Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 5/12/2015, the Standards Division conducted inspection #50123 of the propane facility at Bryant Sentry Hardware. This inspection revealed the item found to be in violation on 12/30/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Berico Fuels, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible
- D. On or about 5/15/2015, the Standards Division assessed Berico Fuels a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Berico Fuels agrees to pay the sum of \$191.44 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2016.
- F. Breach of any conditions in paragraph (a) above by Berico Fuels may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Berico Fuels for such payment. Failure by Berico Fuels to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Berico Fuels acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of April 2016.

BY CONSENT:


Berico Fuels
Mr. John Vitez
PO Box 1111
Greensboro, NC 27402-0111


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)
QUALITY BARNS OF THE TRIAD)
2437 ENGLISH RD.)
HIGH POINT, NC 27262)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Berico Fuels.

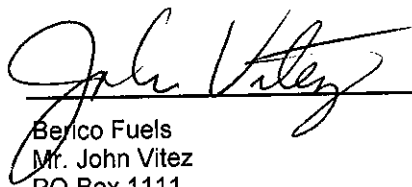
- A. On 4/15/2015, the Standards Division conducted inspection #50006 of the propane facility at Quality Barns of the Triad. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 7/14/2015, the Standards Division conducted inspection #50371 of the propane facility at Quality Barns of the Triad. This inspection revealed all of the item found to be in violation on 4/15/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Berico Fuels, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

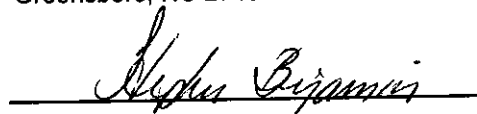
(NIST Handbook 44, G-UR.4.4) Design of the facility must provide for calibrating the meter.

- D. On or about 7/21/2015, the Standards Division assessed Berico Fuels a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Berico Fuels agrees to pay the sum of \$125.05 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2016.
- F. Breach of any conditions in paragraph (a) above by Berico Fuels may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Berico Fuels for such payment. Failure by Berico Fuels to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Berico Fuels acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of April 2016.

BY CONSENT:


Berico Fuels
Mr. John Vitez
PO Box 1111
Greensboro, NC 27402-0111


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BEAUFORT

IN THE MATTER OF:)
BJ'S OF SIDNEY)
5621 NC HWY 99 S.)
BELHAVEN, NC 27810)

SETTLEMENT AGREEMENT

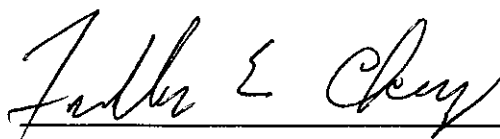
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and BJ's of Sidney.

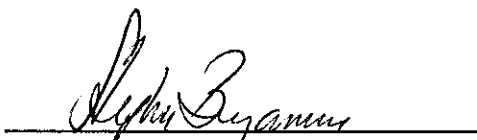
- A. On 3/11/2013, the Standards Division conducted inspection #46834 of the propane facility at BJ's of Sidney. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that BJ's of Sidney, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license displayed
 - (6.25.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating
- C. On or about 3/15/2013, the Standards Division assessed BJ's of Sidney a civil penalty of \$200 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. BJ's of Sidney agrees to pay the sum of \$100 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/17/2013.
- E. Breach of any conditions in paragraph (a) above by BJ's of Sidney shall render due and payable the entire amount of the \$200 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to BJ's of Sidney for such payment. Failure by BJ's of Sidney to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- F. BJ's of Sidney acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 3rd day of April 2013.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Franklin E. Cherry Jr.", written over a horizontal line.

BJ's of Sidney
Franklin E Cherry Jr.
164 Warren Ln.
Belhaven, NC 27810

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF SAMPSON

IN THE MATTER OF:)

B. J. WILLIAMSON GAS)

820 W. ELIZABETH ST.)

CLINTON, NC 28328)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and B. J. Williamson Gas.

- A. On 10/25/2016, the Standards Division conducted inspection #52402 of the propane facility at B. J. Williamson Gas. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 2/1/2017, the Standards Division conducted inspection #52757 of the propane facility at B. J. Williamson Gas. This inspection revealed both of the items found to be in violation on 10/25/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/12/2017, the Standards Division conducted inspection #52981 of the propane facility at B. J. Williamson Gas. This inspection revealed both of the items found to be in violation on 2/1/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that B. J. Williamson Gas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.13 & 6.25.3.6) Hydrostatic Relief Valves
 - (6.25.4.2) breakaway for vehicle disp.
- E. On or about 4/13/2017, the Standards Division assessed B. J. Williamson Gas a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. B. J. Williamson Gas agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/27/2017.
- G. Breach of any conditions in paragraph (a) above by B. J. Williamson Gas may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to B. J. Williamson Gas for such payment. Failure by B. J. Williamson Gas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. B. J. Williamson Gas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of April 2017.

BY CONSENT:

B. J. Williamson Gas
Mr. Jay Little
820 W. Elizabeth St.
Clinton, NC 28328

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jay Little
B. J. Williamson Gas
820 W. Elizabeth St.
Clinton, NC 28328

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CALDWELL

IN THE MATTER OF:)

BUMGARNER OIL(LENOIR))

320 ELIZABETH ST. NW)

LENOIR, NC 28645)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 1/13/2015, the Standards Division conducted inspection #49580 of the propane facility at Bumgarner Oil(Lenoir). This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/23/2015, the Standards Division conducted inspection #49773 of the propane facility at Bumgarner Oil(Lenoir). This inspection revealed all of the items found to be in violation on 1/13/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.8) Liquid withdrawal valve, remote and thermal operation
 - (6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible
 - (6.18.2.3 & 6.25.3.17) remote control switch
 - (6.14.1) leak free
- D. On or about 2/27/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$600.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/8/2015.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$1,200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of March 2015.

BY CONSENT:

Blossman Gas, Inc.
Mr. Jimmy Daley
2315 Catawba Valley Blvd. SE
Hickory, NC 28602

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Daley
Blossman Gas, Inc.
2315 Catawba Valley Blvd. SE
Hickory, NC 28602

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIDSON

IN THE MATTER OF:)

BLOSSMAN GAS, INC.)

316 GREEN NEEDLES RD)

LEXINGTON, NC 27295)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 11/25/2014, the Standards Division conducted inspection #43204 of the propane facility at Blossman Gas, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/20/2015, the Standards Division conducted inspection #43803 of the propane facility at Blossman Gas, Inc.. This inspection revealed the item found to be in violation on 11/25/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.7.7.2) Tanks stored outside fenced area must have openings plugged or capped

- D. On or about 4/23/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/30/2015.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of April 2015.

BY CONSENT:

A handwritten signature in blue ink, reading "Mark Draughn", written over a horizontal line.

Blossman Gas, Inc.
Mr. Mark Draughn
502 National Blvd
Lexington, NC 27292

A handwritten signature in blue ink, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF IREDELL

IN THE MATTER OF:)
BLOSSMAN GAS, INC.)
150 PARCEL DRIVE)
STATESVILLE, NC 28625)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 6/19/2017, the Standards Division conducted inspection #46583 of the propane facility at Blossman Gas, Inc.. This inspection revealed violations of seventeen items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.29.3) Fire safety analysis

(6.16.1) Leak free

(6.14.6 & 6.14.9) Automatic closure of ESVs

(6.13.3, 6.13.4) Internal valves thermal and remote closure

(6.13.4, 6.13.5) Remote shutdown station and sign

(9.4.8) Wheel stops are provided and used

(5.11.3.1, 6.11.3.5) Proper material, schedule 40 or 80

(15.2.1) Operating procedures

(15.3.1) Maintenance procedures

(6.14.12.2) ESV remote 25-100 ft toward exit

(5.9.8.1(H)) Excess flow valve where pipe size decreases

(6.25.2) 15 feet from non-Class I Division 2, electrical wiring and fixture

(6.7.2.1) 10 feet from containers other than those being filled (includes stored tanks)

(6.29.4.2) Fire Extinguisher - 18 lb dry chemical with B:C rating

(6.21.4) Plant locked when unattended

(6.14.2.1) ESV remote marked with sign

(5.9.7.2) Tanks stored outside fenced area must have openings plugged or capped

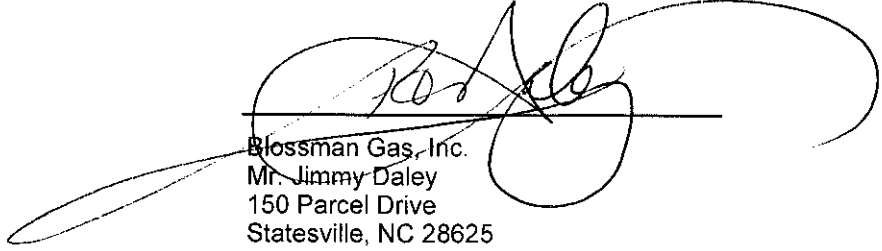
(6.27.4.1) Hose length shall not exceed 18 feet unless approved.

(6.27.4.2, 6.27.3.1) A breakaway shall be installed according to manufacturer's instructions.

(NCAC 38.0401(6)) Flat-rate pricing must be posted at the point of container fill and the point of sale.

is the 13th day of July 2017.

BY CONSENT:



Blossman Gas, Inc.
Mr. Jimmy Daley
150 Parcel Drive
Statesville, NC 28625

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIDSON

IN THE MATTER OF:)

PATRIOT MARKET)

10385 S NC HWY 109)

LEXINGTON, NC 27292)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 10/3/2013, the Standards Division conducted inspection #47750 of the propane facility at Patriot Market. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/9/2014, the Standards Division conducted inspection #48055 of the propane facility at Patriot Market. This inspection revealed the item found to be in violation on 10/3/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- D. On or about 1/15/2014, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/26/2014.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of January 2014.

BY CONSENT:

Blossman Gas, Inc.
Mr. Jimmy H. Daley
502 National Blvd.
Lexington, NC 27292

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy H. Daley
Blossman Gas, Inc.
502 National Blvd.
Lexington, NC 27292

OF NORTH CAROLINA

COUNTY OF AVERY

IN THE MATTER OF:

LOWERY'S BARBECUE CO., INC.
2805 LINVILLE FALLS HIGHWAY
NEWLAND, NC 28657

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

FEB 19 2015

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

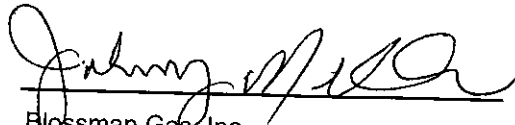
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

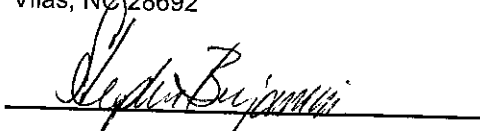
- A. On 1/6/2015, the Standards Division conducted inspection #49549 of the propane facility at Lowery's Barbecue Co., Inc.. This inspection revealed violations of five items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.8) Liquid withdrawal valve, remote and thermal operation
 - (6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible
 - (6.18.2.3 & 6.25.3.17) remote control switch
 - (6.14.1) leak free
 - (6.9.3.10 & 6.6.1.2) supported, protected and painted
- C. On or about 1/12/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/11/2015.
- E. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 9th day of February 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Johnny Miller", written over a horizontal line.

Blossman Gas, Inc.
Mr. Johnny Miller
4991 US Hwy 421 N.
Vilas, NC 28692

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

OF IREDELL

IN MATTER OF:

CENTRAL POWER EQUIPMENT

4265 WILKSBORO HWY

STATESVILLE, NC 28625

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

ASSESSMENT OF CIVIL PENALTIES

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to North Carolina General Statutes (G.S. §119-58(a) & 59(c)), Stephen Benjamin, Director, Standards Division, North Carolina Department of Agriculture & Consumer Services (NCDA&CS) makes the following civil penalties in this matter.

I. FINDINGS OF FACT:

- A. On 1/15/2015, the Standards Division conducted inspection #49600 of the propane facility at Central Power Equipment. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/3/2015, the Standards Division conducted inspection #49600 of the propane facility at Central Power Equipment. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously. A violation on 1/15/2015 is still in violation of the inspection is attached.

II. CONCLUSIONS OF LAW:

- A. Blossman Gas, Inc. is a person as defined in G.S. §119-54 et seq.
- B. Blossman Gas, Inc. violated G.S. §119-58(a) at \$500 per violation for second violations under specified requirements as found during inspection.
- C. The Director of the Standards Division, pursuant to G.S. §119-58(5), has the authority to assess civil penalties in this matter.

III. DECISION:

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

1. Article Addressed to: 49806 3/6/15

2. Article Number (Transfer from sender) 7012 0470 0001 6384 5585

3. Service Type
☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.
☐ Restricted Delivery? (Extra Fee)
☐ Yes
☐ No

4. Restricted Delivery? (Extra Fee)
☐ Yes
☐ No

5. Signature of Agent
X Jimmy Daley

6. Received by (Printed Name)
Jimmy Daley

7. Date of Delivery
3/9/15

8. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

9. Agent Addressed
☐ Yes
☐ No

10. COMPLETE THIS SECTION ON DELIVERY

As required by G.S. §119-59(c) in determining the amount of the civil penalty, considered the degree and extent of harm or potential harm that has resulted from the violation of G.S. §119-58(a).

Accordingly, Blossman Gas, Inc. is assessed a civil penalty of: \$200 for violating G.S. §119-58(a). See the enclosed itemized listing of violations and penalty amounts.

IV. FURTHER ACTION:


Additionally, Blossman Gas, Inc. will be subject to additional inspections approximately every 60 days from the date of the previous inspection until it can pass all requirements deemed to be critical or major on the listing of violations. For each inspection that Blossman Gas, Inc. fails to pass all requirements deemed to be critical or major, a civil penalty of up to \$1000 per violation may be assessed per G.S. § 119-59(c).

\$200

TOTAL AMOUNT ASSESSED

3/6/2015

Date



Stephen Benjamin, Director
Standards Division

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ALAMANCE

IN THE MATTER OF:)

NEIGHBORHOOD #49 STORE)

2668 NC HWY 49 N.)

BURLINGTON, NC 27217)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 1/21/2015, the Standards Division conducted inspection #49612 of the propane facility at Neighborhood #49 Store. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/23/2015, the Standards Division conducted inspection #49895 of the propane facility at Neighborhood #49 Store. This inspection revealed both of the items found to be in violation on 1/21/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.5) piping at hose connection (or differential valve)
 - (6.13 & 6.25.3.6) Hydrostatic Relief Valves
- D. On or about 3/26/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$380.29 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/16/2016.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 15th day of February 2016.

BY CONSENT:

Blossman Gas, Inc.
Mr. Michael Hobson
3500 Associate Dr.
Greensboro, NC 27405

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Hobson
Blossman Gas, Inc.
3500 Associate Dr.
Greensboro, NC 27405

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

BOISE CASCADE MONCURE PLANT)

306 CORINTH ROAD)

MONCURE, NC 27559-9295)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 11/4/2014, the Standards Division conducted inspection #49320 of the propane facility at Boise Cascade Moncure Plant. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2015, the Standards Division conducted inspection #49935 of the propane facility at Boise Cascade Moncure Plant. This inspection revealed the item found to be in violation on 11/4/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.13 & 6.25.3.6) Hydrostatic Relief Valves

(Manufacturers' recommendation) Cover filler valves with caps to exclude dust and debris.

- D. On or about 4/7/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/27/2015.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of May 2015.

BY CONSENT:

Blossman Gas, Inc.
Mr. Robert Hargrove
2221 S. Horner Blvd.
Sanford, NC 27330

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert Hargrove
Blossman Gas, Inc.
2221 S. Horner Blvd.
Sanford, NC 27330

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CALDWELL

IN THE MATTER OF:)

BUMGARNER OIL(LENOIR))

320 ELIZABETH ST. NW)

LENOIR, NC 28645)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 1/13/2015, the Standards Division conducted inspection #49580 of the propane facility at Bumgarner Oil(Lenoir). This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/23/2015, the Standards Division conducted inspection #49773 of the propane facility at Bumgarner Oil(Lenoir). This inspection revealed the item found to be in violation on 1/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/29/2015, the Standards Division conducted inspection #50054 of the propane facility at Bumgarner Oil(Lenoir). This inspection revealed the item found to be in violation on 2/23/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- E. On or about 5/5/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/17/2015.
- G. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of May 2015.

BY CONSENT:

Blossman Gas, Inc.
Mr. Jimmy Daley
2315 Catawba Valley Blvd. SE
Hickory, NC 28602

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Daley
Blossman Gas, Inc.
2315 Catawba Valley Blvd. SE
Hickory, NC 28602

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)

BILL PLEMMONS RV WORLD)

6725 UNIVERSITY PARKWAY)

RURAL HALL, NC 27045)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 4/9/2015, the Standards Division conducted inspection #49971 of the propane facility at Bill Plemmons RV World. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 7/7/2015, the Standards Division conducted inspection #50329 of the propane facility at Bill Plemmons RV World. This inspection revealed both of the items found to be in violation on 4/9/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible
 - (5.2.8.3) name plate
- D. On or about 7/10/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$314.47 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/22/2016.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of April 2016.

BY CONSENT:

Blossman Gas, Inc.
Chris Cafarella
502 National Blvd.
Lexington, NC 27292

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Chris Cafarella
Blossman Gas, Inc.
502 National Blvd.
Lexington, NC 27292

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GASTON

IN THE MATTER OF:)

PACE RECYCLING, INC.)

1947 CHARLES RAPER JONAS HWY)

MOUNT HOLLY, NC 28120)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

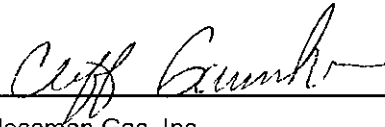
- A. On 6/23/2016, the Standards Division conducted inspection #51854 of the propane facility at Pace Recycling, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 8/3/2016, the Standards Division conducted inspection #52009 of the propane facility at Pace Recycling, Inc.. This inspection revealed the item found to be in violation on 6/23/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 9/15/2016, the Standards Division conducted inspection #52262 of the propane facility at Pace Recycling, Inc.. This inspection revealed the item found to be in violation on 8/3/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible

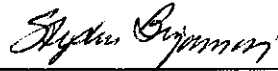
- E. On or about 9/16/2016, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/24/2017.
- G. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of January 2017.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Cliff Garrick", written over a horizontal line.

Blossman Gas, Inc.
Mr. Cliff Garrick
6109 Wilkinson Blvd.
Belmont, NC 28012

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

BOISE CASCADE MONCURE PLANT)

306 CORINTH ROAD)

MONCURE, NC 27559-9295)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc..

- A. On 11/4/2014, the Standards Division conducted inspection #208286 of the propane facility at Boise Cascade Moncure Plant. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2015, the Standards Division conducted inspection #208782 of the propane facility at Boise Cascade Moncure Plant. This inspection revealed the item found to be in violation on 11/4/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119.58) Supplier identified

- D. On or about 4/7/2015, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/27/2015.
- F. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of May 2015.

BY CONSENT:

Blossman Gas, Inc.
Mr. Robert Hargrove
2221 S. Horner Blvd.
Sanford, NC 27330

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert Hargrove
Blossman Gas, Inc.
2221 S. Horner Blvd.
Sanford, NC 27330

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIDSON

IN THE MATTER OF:)

EMMANUEL BAPTIST CHURCH)

204 TURNER STREET)

THOMASVILLE, NC 27360-3125)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc.,

- A. On 10/13/2015, the Standards Division conducted inspection #209715 of the propane facility at Emmanuel Church of God. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/18/2016, the Standards Division conducted inspection #212187 of the propane facility at Emmanuel Church of God. This inspection revealed the item found to be in violation on 10/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/28/2016, the Standards Division conducted inspection #212526 of the propane facility at Emmanuel Church of God. This inspection revealed the item found to be in violation on 4/18/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3) Separation from building/property lines

- E. On or about 6/29/2016, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/3/2016.
- G. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of August 2016.

BY CONSENT:



Blossman Gas, Inc.
Mr. Chris Cafarella
502 National Blvd.
Lexington, NC 27292



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIDSON

IN THE MATTER OF:)

EMMANUEL BAPTIST CHURCH)

204 TURNER STREET)

THOMASVILLE, NC 27360-3125)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blossman Gas, Inc.,

- A. On 10/13/2015, the Standards Division conducted inspection #209716 of the propane facility at Emmanuel Church of God. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/18/2016, the Standards Division conducted inspection #212188 of the propane facility at Emmanuel Church of God. This inspection revealed the item found to be in violation on 10/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/28/2016, the Standards Division conducted inspection #212527 of the propane facility at Emmanuel Church of God. This inspection revealed the item found to be in violation on 4/18/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Blossman Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

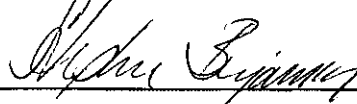
- E. On or about 6/29/2016, the Standards Division assessed Blossman Gas, Inc. a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blossman Gas, Inc. agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/3/2016.
- G. Breach of any conditions in paragraph (a) above by Blossman Gas, Inc. may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blossman Gas, Inc. for such payment. Failure by Blossman Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Blossman Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of August 2016.

BY CONSENT:



Blossman Gas, Inc.
Chris Cafarella
502 National Blvd.
Lexington, NC 27292



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHOWAN

IN THE MATTER OF:)
FOOD LION)
1316 N. BROAD ST.)
EDENTON , NC 27932)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blue Rhino Cylinder Exchange.

- A. On 1/14/2015, the Standards Division conducted inspection #208494 of the propane facility at Food Lion. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/23/2015, the Standards Division conducted inspection #208708 of the propane facility at Food Lion. This inspection revealed the item found to be in violation on 1/14/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blue Rhino Cylinder Exchange, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

- D. On or about 2/27/2015, the Standards Division assessed Blue Rhino Cylinder Exchange a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blue Rhino Cylinder Exchange agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/19/2015.
- F. Breach of any conditions in paragraph (a) above by Blue Rhino Cylinder Exchange may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blue Rhino Cylinder Exchange for such payment. Failure by Blue Rhino Cylinder Exchange to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blue Rhino Cylinder Exchange acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 20th day of March 2015.

BY CONSENT:

Susie Simpson

3-30-15
CHECK REC'D DATE

Blue Rhino Cylinder Exchange
Ms. Susie Simpson
5650 University Parkway; Ste 400
Winston-Salem, NC 27105

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF PERQUIMANS

IN THE MATTER OF:

FOOD LION

321 OCEAN HWY. S.

HERTFORD, NC 27944

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

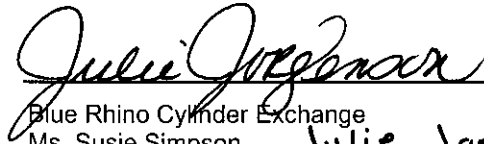
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blue Rhino Cylinder Exchange.

- A. On 8/10/2015, the Standards Division conducted inspection #209256 of the propane facility at Food Lion. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/15/2015, the Standards Division conducted inspection #209939 of the propane facility at Food Lion. This inspection revealed the item found to be in violation on 8/10/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/2/2015, the Standards Division conducted inspection #211901 of the propane facility at Food Lion. This inspection revealed the item found to be in violation on 10/15/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Blue Rhino Cylinder Exchange, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (8.4.2.2) Protection from vehicles
- E. On or about 12/3/2015, the Standards Division assessed Blue Rhino Cylinder Exchange a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blue Rhino Cylinder Exchange agrees to pay the sum of \$134.64 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/30/2017.
- G. Breach of any conditions in paragraph (a) above by Blue Rhino Cylinder Exchange may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blue Rhino Cylinder Exchange for such payment. Failure by Blue Rhino Cylinder Exchange to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Blue Rhino Cylinder Exchange acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 31st day of August 2017.

BY CONSENT:



Blue Rhino Cylinder Exchange
Ms. Susie Simpson
5650 University Parkway, Ste 400
Winston-Salem, NC 27105

Julie Jorgenson

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ASHE

IN THE MATTER OF:)

BLUE RIDGE ENERGIES, LLC)

2375 HWY 163 S)

WEST JEFFERSON, NC 28694)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Blue Ridge Energies, LLC.

- A. On 6/9/2014, the Standards Division conducted inspection #572032 of the propane delivery vehicle assigned to Blue Ridge Energies, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/28/2014, the Standards Division conducted inspection #572225 of the propane delivery vehicle assigned to Blue Ridge Energies, LLC. This inspection revealed the item found to be in violation on 6/9/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Blue Ridge Energies, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (49 CFR 178.337-9; NFPA 58 9.4.3.2) Piping - no leaks, no slip joints, hydrostatic reliefs, proper strength
- D. On or about 7/31/2014, the Standards Division assessed Blue Ridge Energies, LLC a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Blue Ridge Energies, LLC agrees to pay the sum of \$185.03 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/8/2015.
- F. Breach of any conditions in paragraph (a) above by Blue Ridge Energies, LLC may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Blue Ridge Energies, LLC for such payment. Failure by Blue Ridge Energies, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Blue Ridge Energies, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of February 2015.

BY CONSENT:

Blue Ridge Energies, LLC
Mr. Scott Jordon
2375 Hwy 163 S.
West Jefferson, NC 28694

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Scott Jordon
Blue Ridge Energies, LLC
2375 Hwy 163 S.
West Jefferson, NC 28694

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BLADEN

IN THE MATTER OF:)

BLADEN BUILDERS SUPPLY INC)

1206 W. SWANZY ST.)

ELIZABETHTOWN, NC 28337)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Bobby Taylor Oil Co., Inc..

- A. On 6/25/2014, the Standards Division conducted inspection #48820 of the propane facility at Bladen Builders Supply Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/2/2014, the Standards Division conducted inspection #49075 of the propane facility at Bladen Builders Supply Inc. This inspection revealed the item found to be in violation on 6/25/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Bobby Taylor Oil Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.7.2.4 & 6.7.2.3) Relief Valves - covered and directed upward

(6.4.5.1 & 6.4.5.2) No enclosures over a tank unless specifically allowed and supported by a fire protection analysis.

- D. On or about 9/12/2014, the Standards Division assessed Bobby Taylor Oil Co., Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Bobby Taylor Oil Co., Inc. agrees to pay the sum of \$312.63 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/11/2015.
- F. Breach of any conditions in paragraph (a) above by Bobby Taylor Oil Co., Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Bobby Taylor Oil Co., Inc. for such payment. Failure by Bobby Taylor Oil Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Bobby Taylor Oil Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of June 2015.

BY CONSENT:

Bobby Taylor Oil Co., Inc.
Mr. Kyle Taylor
2229 US Hwy 701 N
Elizabethtown, NC 28337

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Kyle Taylor
Bobby Taylor Oil Co., Inc.
2229 US Hwy 701 N
Elizabethtown, NC 28337

A G R E E M E N T

PURSUANT TO N.C. Gen. Stat. 150B-22 and 150B-41(c), which express the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this agreement (hereinafter the "Agreement") is made and entered into effective as of the 4th day of January 2017 by and between the North Carolina Department of Agriculture and Consumer Services, Standards Division (hereinafter "NCDA&CS") and Eddie Brinson, Individually and d/b/a Brinson Farm (hereinafter "Mr. Brinson")

R E C I T A L S

WHEREAS, at all times pertinent to this matter, Mr. Brinson owned and operated Brinson Farm located at 994 Lyman Road, Beulaville, North Carolina 28518;

WHEREAS, since 2011 NCDA&CS has issued Mr. Brinson twenty-nine (29) civil penalties totaling One Hundred and Nineteen Thousand Three Hundred Dollars (\$119,300.00) for Mr. Brinson's violations of Article 5 (Liquefied Petroleum Gases) of Chapter 119 of the North Carolina General Statutes and rules promulgated thereunder;

WHEREAS, Mr. Brinson has corrected the violations for which NCDA&CS issued Mr. Brinson the twenty-nine (29) civil penalties and Mr. Brinson is now fully compliant with North Carolina Liquefied Petroleum Gas laws and rules;

WHEREAS, Mr. Brinson has paid Seven Thousand Two Hundred and Fifty Dollars (\$7,250.00) to NCDA&CS as payments towards the balance owed on the twenty-nine (29) civil penalties;

WHEREAS, in a good faith effort to settle this manner, Mr. Brinson has already made nine (9) consecutive monthly payments to NCDA&CS totaling Two Thousand Two Hundred and Fifty Dollars (\$2,250.00);

WHEREAS, with interest and late fees, Mr. Brinson has a remaining balance owed to NCDA&CS of One Hundred and Thirteen Thousand One Hundred and Sixty-Three Dollars and Thirteen Cents (\$113,163.13) on the twenty-nine (29) civil penalties;

WHEREAS, NCDA&CS and Mr. Brinson desire to fully and finally compromise and settle all disputes and controversies between them involving or arising out the twenty-nine (29) civil penalties referenced above; and

WHEREAS, NCDA&CS and Mr. Brinson desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable

consideration, the receipt and sufficiency of which the parties hereby acknowledge, NCDA&CS and Mr. Brinson agree as follows:

1. The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. By his signature below, Mr. Brinson agrees to pay the sum of Seven Hundred and Fifty Dollars (\$750.00) to NCDA&CS in three (3) payments of Two Hundred Fifty Dollars (\$250.00) each. These three (3) payments, along with the nine (9) consecutive monthly payments totaling Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) that Mr. Brinson has already made to NCDA&CS, will constitute one full year in which Mr. Brinson has consistently made monthly payments to NCDA&CS in a good faith attempt to resolve this matter.

- a. Mr. Brinson's first payment of Two Hundred Fifty Dollars (\$250.00) shall be due on or before April 15, 2016.
- b. Mr. Brinson's second payment of Two Hundred Fifty Dollars (\$250.00) shall be due on or before May 15, 2016.
- c. Mr. Brinson's final payment of Two Hundred Fifty Dollars (\$250.00) shall be due on or before June 15, 2016.
- d. Mr. Brinson's payments will be mailed addressed as follows:

Standards Division
North Carolina Department of Agriculture and Consumer Services
Attention: Stephen Benjamin, Director Standards Division
1050 Mail Service Center
Raleigh, North Carolina 27699-1050

- e. Mr. Brinson's payments shall be considered to have been paid on time if Respondent sends the payment by U.S. Postal Service First Class Mail, or other commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due;

3. By its representative's signature below, NCDA&CS agrees that, if Mr. Brinson timely makes all of the payments as required in Paragraph 2 above and Mr. Brinson does not receive any additional civil penalties for violation(s) of North Carolina's Liquefied Petroleum Gas laws or rules for three (3) years (starting July 1, 2016), then, effective July 1, 2019, NCDA&CS will waive the remaining balance owed by Mr. Brinson on the twenty-nine (29) civil penalties referenced above. NCDA&CS further agrees that it will stay all collection attempts on the amounts owed by Mr. Brinson as a result of the twenty-nine (29) civil penalties so long as Mr. Brinson remains in compliance with the terms of this Agreement.

4. Mr. Brinson further acknowledges and agrees that he has signed the Statement Authorizing Confession of Judgment in the amount of One Hundred and Thirteen Thousand One Hundred and Sixty Three Dollars and Thirteen Cents (\$113,163.13), less any payments received, plus costs and interest at the State's legal rate attached to this Agreement as Exhibit 1, which is hereby incorporated by reference.

a. NCDA&CS hereby agrees that, so long as Mr. Brinson complies with the terms of this Agreement, NCDA&CS will not institute any civil action against Mr. Brinson to collect the sum of money owed pursuant to this Agreement and/or the twenty-nine (29) civil penalties referenced above.

b. NCDA&CS hereby agrees that, so long as Mr. Brinson complies with the terms of this Agreement, NCDA&CS will not file the Statement Authorizing Confession of Judgment that Mr. Brinson has executed and provided to NCDA&CS.

c. Mr. Brinson acknowledges and agrees that, if he fails to make any payment required under the terms of this Agreement, NCDA&CS may institute an action in Wake County Superior Court, and file the Statement Authorizing Confession of Judgment, in order to recover from Mr. Brinson the full One Hundred and Thirteen Thousand One Hundred and Sixty Three Dollars and Thirteen Cents (\$113,163.13), less any payments made, that Mr. Brinson owes to NCDA&CS under the twenty-nine (29) civil penalties referenced above. Furthermore, NCDA&CS agrees that if Mr. Brinson fails to make a payment on time pursuant to the terms of this Agreement, NCDA&CS will give Mr. Brinson notice of his failure to make said payment and three (3) business days to cure his breach by paying the amount due in full before filing the Statement Authorizing Confession of Judgment.

d. Mr. Brinson acknowledges and agrees that, if he receives a civil penalty for a violation of North Carolina's Liquefied Petroleum Gas laws or rules within three (3) years (starting July 1, 2016), NCDA&CS may institute an action in Wake County Superior Court, and file the Statement Authorizing Confession of Judgment, in order to recover from Mr. Brinson the full One Hundred and Thirteen Thousand One Hundred and Sixty Three Dollars and Thirteen Cents (\$113,163.13), less any payments made, that Mr. Brinson owes to NCDA&CS under the twenty-nine (29) civil penalties referenced above.

e. An action to recover any amount under this section shall not relieve any party from any other penalty permitted by law.

f. NCDA&CS further agrees that, once Mr. Brinson has made his final payment, and remained free from any civil penalties due to violation(s) of North Carolina's Liquefied Petroleum Gas laws or rules for three (3) years (starting July 1, 2016), in satisfaction of the terms of this Agreement, NCDA&CS shall provide to Mr. Brinson a document confirming receipt of payment and releasing Mr. Brinson from further liability under this Agreement and the twenty-nine (29) civil

penalties referenced above. NCDA&CS will also provide Mr. Brinson with the original Statement Authorizing Confession of Judgment, unless the original Statement Authorizing Confession of Judgment has already been filed by reason of Mr. Brinson's breach of this Agreement.

5. The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referenced in this Agreement.

6. The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

7. The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described in it, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.

8. The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed and signed by all signatories hereto.


9. The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor or against any party based upon which party drafted or participated in drafting this Agreement.

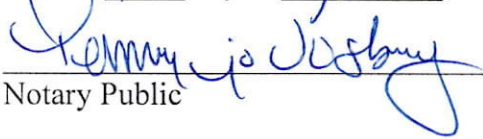
10. If any of the provisions of this Agreement are later determined to be invalid or unenforceable by a court of competent jurisdiction, the provisions found to be invalid or unenforceable shall be treated as being severable from the other provisions of this Agreement and this Agreement shall be construed and enforced as if any such invalid or unenforceable provision(s) had not been included in the Agreement.

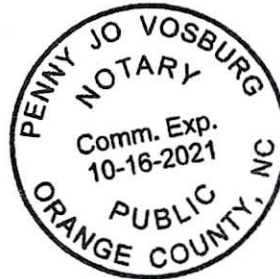
Agreement continues on the follow pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed as of the day and year indicated by their signatures below.

THE NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
STANDARDS DIVISION


By: 
Stephen Benjamin
Director, Standards Division
NCDA&CS

Subscribed and sworn to before me
this the 12th day of Jan., 2016. 2017

Notary Public

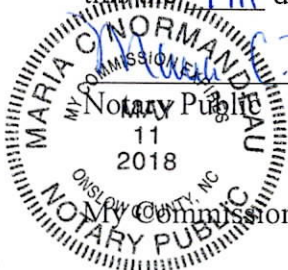


My Commission Expires: Oct. 16, 2021

EDDIE BRINSON

By: 
Eddie Brinson
Individually and d/b/a Brinson Farm
994 Lyman Road
Beulaville, North Carolina 28518

Subscribed and sworn to before me 2017
this the 4th day of January, 2016.




Notary Public
My Commission Expires: May 11, 2018

VERIFICATION

Eddie Brinson, being first duly sworn, deposes and says:

He has read the foregoing Statement Authorizing Confession of Judgment and the statements contained therein are true of his own knowledge, except for those matters and things stated therein upon information and belief, and as to those things, he believes them to be true.

Eddie Brinson

Eddie Brinson

Subscribed and sworn to before me this day by Eddie Brinson

This the 4th day of January, 2017.

Maria C. Normand

Signature of Notary Public



MARIA C. NORMAND

Printed Name of Notary Public

My commission expires: May 11, 2018

STATE OF NORTH CAROLINA

COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

__ CVS __

**NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND
CONSUMER SERVICES,
STANDARDS DIVISION,**

Plaintiff,

v.

**EDDIE BRINSON, Individually and
d/b/a BRINSON FARM,**

Defendant.

**STATEMENT AUTHORIZING
CONFESSION OF JUDGMENT**

Eddie Brinson, Individually and d/b/a Brinson Farm, acting pursuant to Rule 68.1 of the North Carolina Rules of Civil Procedure, and having been duly sworn, hereby deposes and says:

1. Eddie Brinson, Individually and d/b/a Brinson Farm, is the Defendant in this matter and is a resident of Duplin County, North Carolina.
2. Plaintiff is the North Carolina Department of Agriculture and Consumer Services, Standards Division, which is an agency of the State of North Carolina organized pursuant to Chapter 106 of North Carolina General Statutes and headquartered in Wake County, North Carolina. Plaintiff is tasked by law with enforcing Chapter 119, Article 5 of the North Carolina General Statutes, N.C.G.S. § 119-54 *et seq.*
3. Defendant hereby confesses judgment in favor of Plaintiff and authorizes this Court to enter judgment against Defendant and in favor of Plaintiff in the amount of One Hundred and Thirteen Thousand One Hundred and Sixty Three Dollars and Thirteen Cents (\$113,163.13), less any payments made, plus costs and interest at the State's legal rate from the date of entry of this judgment until paid in full.
4. This confession of judgment is for an amount justly owed and Defendant is liable to Plaintiff in this amount pursuant to civil penalties lawfully issued by Plaintiff to Defendant due to Defendant's violations of North Carolina's Liquefied Petroleum Gas laws and rules. Additionally, this confession of judgement is justly owed pursuant to the terms of a Settlement Agreement lawfully entered into by the parties. In said Settlement Agreement, which is attached hereto and incorporated herein by reference. As part of the consideration exchanged in the Settlement Agreement, Defendant agreed to execute this confession of judgment in favor of

Plaintiff in the amount of One Hundred and Thirteen Thousand One Hundred and Sixty Three Dollars and Thirteen Cents (\$113,163.13).

This the 4th day of January, 201~~6~~¹⁷.

By:

Eddie Brinson

Eddie Brinson, Individually and
d/b/a Brinson Farm
Defendant

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

BURKE BROTHERS HARDWARE, INC.)

5227 HILLSBOROUGH ST.)

RALEIGH, NC 27606)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Burke Brothers Hardware, Inc..

- A. On 5/28/2014, the Standards Division conducted inspection #48706 of the propane facility at Burke Brothers Hardware, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Burke Brothers Hardware, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 6/3/2014, the Standards Division assessed Burke Brothers Hardware, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Burke Brothers Hardware, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/23/2014.
- E. Breach of any conditions in paragraph (a) above by Burke Brothers Hardware, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Burke Brothers Hardware, Inc. for such payment. Failure by Burke Brothers Hardware, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Burke Brothers Hardware, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 23rd day of June 2014.

BY CONSENT:

Burke Brothers Hardware, Inc.
Sir
5227 Hillsborough St.
Raleigh, NC 27606

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Sir

Burke Brothers Hardware, Inc.

5227 Hillsborough St.

Raleigh, NC 27606

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF SAMPSON

IN THE MATTER OF:)

C&A FARMS L.L.C.)

2171 GARLAND AIRPORT ROAD)

GARLAND, NC 28441)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and C&A Farms L.L.C..

- A. On 3/13/2013, the Standards Division conducted inspection #40246 of the propane facility at C&A Farms L.L.C.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/7/2013, the Standards Division conducted inspection #40510 of the propane facility at C&A Farms L.L.C.. This inspection revealed both of the items found to be in violation on 3/13/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 7/29/2013, the Standards Division conducted inspection #40950 of the propane facility at C&A Farms L.L.C.. This inspection revealed both of the items found to be in violation on 5/7/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that C&A Farms L.L.C., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.9.3.14/6.16.1 or 6.9.3.11)** Protective coating if underground / Painted if above ground
 - (6.6.1.4)** Paint
- E. On or about 8/1/2013, the Standards Division assessed C&A Farms L.L.C. a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. C&A Farms L.L.C. agrees to pay the sum of \$740.12 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/6/2014.
- G. Breach of any conditions in paragraph (a) above by C&A Farms L.L.C. may render due and payable the entire amount of the \$1,200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to C&A Farms L.L.C. for such payment. Failure by C&A Farms L.L.C. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. C&A Farms L.L.C. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of February 2014.

BY CONSENT:

C&A Farms L.L.C.
Mr. Scott Teachey
P.O. Box 699
Rose Hill, NC 28458

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Scott Teachey
C&A Farms L.L.C.
P.O. Box 699
Rose Hill, NC 28458

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)
CAMPBELL PROPANE)
849 TURNPIKE RD SW)
SUPPLY, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 8/14/2014, the Standards Division conducted inspection #42710 of the propane facility at Campbell Propane. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/7/2014, the Standards Division conducted inspection #42984 of the propane facility at Campbell Propane. This inspection revealed both of the items found to be in violation on 8/14/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/16/2015, the Standards Division conducted inspection #43397 of the propane facility at Campbell Propane. This inspection revealed both of the items found to be in violation on 10/7/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 3/27/2015, the Standards Division conducted inspection #43707 of the propane facility at Campbell Propane. This inspection revealed both of the items found to be in violation on 1/16/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint

(6.9.3.11) Painted if above ground

- F. On or about 4/2/2015, the Standards Division assessed Campbell Propane a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$840.42 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/7/2017.
- H. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$1,200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

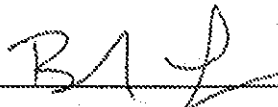
I.

Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

- J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 7th day of April 2017.

BY CONSENT:


Campbell Propane
Mr. Brad Loflin
PO Box 10
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

DISTRICT:	7576
CODES:	590130
	\$840.42
DATE	APPROVED

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

44 CUMBERLAND STREET)

OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 10/1/2013, the Standards Division conducted inspection #201251 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/14/2013, the Standards Division conducted inspection #204058 of the propane facility at Residence. This inspection revealed the item found to be in violation on 10/1/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/23/2014, the Standards Division conducted inspection #204189 of the propane facility at Residence. This inspection revealed the item found to be in violation on 11/14/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.3.8) Separation from openings into buildings

- E. On or about 1/29/2014, the Standards Division assessed Campbell Propane a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2014.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of April 2014.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

20 CUMBERLAND STREET)

OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 10/1/2013, the Standards Division conducted inspection #201246 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/14/2013, the Standards Division conducted inspection #204062 of the propane facility at Residence. This inspection revealed the item found to be in violation on 10/1/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/23/2014, the Standards Division conducted inspection #204190 of the propane facility at Residence. This inspection revealed the item found to be in violation on 11/14/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.4) Paint condition

- E. On or about 1/29/2014, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2014.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of April 2014.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

IN THE MATTER OF:

RESIDENCE

22 CUMBERLAND STREET

OCEAN ISLE BEACH, NC 28469

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 10/1/2013, the Standards Division conducted inspection #201247 of the propane facility at Residence. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/14/2013, the Standards Division conducted inspection #204063 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 10/1/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/23/2014, the Standards Division conducted inspection #204191 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 11/14/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.6.2.1 & 6.6.3.1) Firm foundation/contact with soil
 - (NFPA 58 5.2.2.2 & 5.2.3.1) Cylinder in qualification period
 - (NFPA 58 6.6.1.4) Paint condition
- E. On or about 1/29/2014, the Standards Division assessed Campbell Propane a civil penalty of \$1,800.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$900.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2014.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$1,800.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

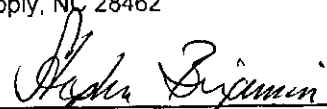
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of April 2014.

BY CONSENT:



Campbell Propane
Mr. Brad Loflin
PO Box 10
Supply, NC 28462



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

JOHNSONS RESIDENCE)

294 MCCRAY STREET)

HOLDEN BEACH, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 10/10/2013, the Standards Division conducted inspection #201302 of the propane facility at Johnsons Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/2/2013, the Standards Division conducted inspection #204096 of the propane facility at Johnsons Residence. This inspection revealed the item found to be in violation on 10/10/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/10/2014, the Standards Division conducted inspection #204283 of the propane facility at Johnsons Residence. This inspection revealed the item found to be in violation on 12/2/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.4) Paint condition

- E. On or about 2/14/2014, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$388.01 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

44 CUMBERLAND STREET)

OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 10/1/2013, the Standards Division conducted inspection #201251 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/14/2013, the Standards Division conducted inspection #204058 of the propane facility at Residence. This inspection revealed the item found to be in violation on 10/1/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/23/2014, the Standards Division conducted inspection #204189 of the propane facility at Residence. This inspection revealed the item found to be in violation on 11/14/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 4/1/2014, the Standards Division conducted inspection #204467 of the propane facility at Residence. This inspection revealed the item found to be in violation on 1/23/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.3.8) Separation from openings into buildings
- F. On or about 4/4/2014, the Standards Division assessed Campbell Propane a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$319.07 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- H. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

SEA MIST CAMPING RESORT OFFICE)

4616 DEVANE ROAD SW)

SHALLOTTE, NC 28407)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204360 of the propane facility at Sea Mist Camping Resort Office. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204472 of the propane facility at Sea Mist Camping Resort Office. This inspection revealed the item found to be in violation on 2/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204835 of the propane facility at Sea Mist Camping Resort Office. This inspection revealed the item found to be in violation on 4/1/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.6) Anchored if in flood zone

- E. On or about 6/20/2014, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$377.72 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

IN THE MATTER OF:

SEA MIST CAMPING RESORT UNIT 18

4616 DEVANE RD. SW

SHALLOTTE, NC 28470

FOR VIOLATIONS OF:

G.S. §119-58(a)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

DISTRICT CODES: 7576
590130
\$900.00
8-7-15
DATE

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204338 of the propane facility at Sea Mist Camping Resort Unit 18. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204468 of the propane facility at Sea Mist Camping Resort Unit 18. This inspection revealed all of the items found to be in violation on 2/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204836 of the propane facility at Sea Mist Camping Resort Unit 18. This inspection revealed all of the items found to be in violation on 4/1/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205044 of the propane facility at Sea Mist Camping Resort Unit 18. This inspection revealed all of the items found to be in violation on 6/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208302 of the propane facility at Sea Mist Camping Resort Unit 18. This inspection revealed all of the items found to be in violation on 8/28/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 5.2.2.2 & 5.2.3.1) Cylinder in qualification period

(NFPA 58 6.6.1.6) Anchored if in flood zone

(NFPA 58 6.6.1.4) Paint condition

- G. On or about 11/12/2014, the Standards Division assessed Campbell Propane a civil penalty of \$1,800.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Campbell Propane agrees to pay the sum of \$900.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.

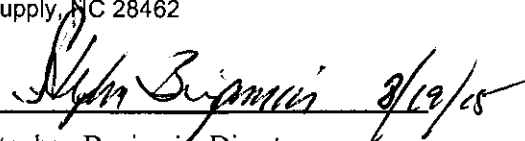
I.

This is the 24th day of April 2015.

BY CONSENT:



Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

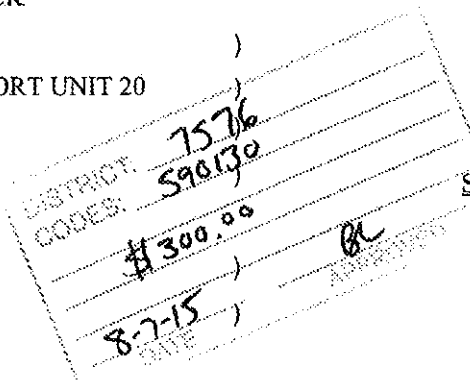
COUNTY OF BRUNSWICK

IN THE MATTER OF:

SEA MIST CAMPING RESORT UNIT 20

4616 DEVANE RD. SW

SHALLOTTE, NC 28470



SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204340 of the propane facility at Sea Mist Camping Resort Unit 20. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204477 of the propane facility at Sea Mist Camping Resort Unit 20. This inspection revealed the item found to be in violation on 2/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204837 of the propane facility at Sea Mist Camping Resort Unit 20. This inspection revealed the item found to be in violation on 4/1/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205046 of the propane facility at Sea Mist Camping Resort Unit 20. This inspection revealed the item found to be in violation on 6/17/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208303 of the propane facility at Sea Mist Camping Resort Unit 20. This inspection revealed the item found to be in violation on 8/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

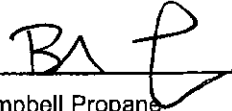
(NFPA 58 6.6.1.6) Anchored if in flood zone

- G. On or about 11/12/2014, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- I. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

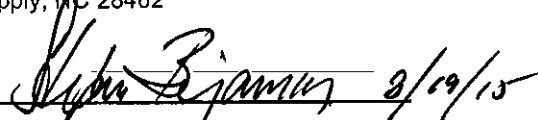
- J. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- K. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:



Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

IN THE MATTER OF:

SEA MIST CAMPING RESORT UNIT 22

4616 DEVANE RD. SW

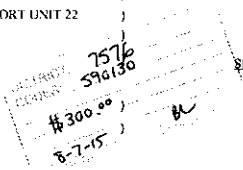
SHALLOTTTE, NC 28470

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)



Acting pursuant to the provisions of N.C. G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

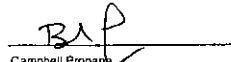
- A. On 2/19/2014, the Standards Division conducted inspection #204342 of the propane facility at Sea Mist Camping Resort Unit 22. This inspection revealed a violation of one item specified by the LP-Gas Law or the LP-Gas Code. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204478 of the propane facility at Sea Mist Camping Resort Unit 22. This inspection revealed the item found to be in violation on 2/19/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204838 of the propane facility at Sea Mist Camping Resort Unit 22. This inspection revealed the item found to be in violation on 4/1/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205051 of the propane facility at Sea Mist Camping Resort Unit 22. This inspection revealed the item found to be in violation on 6/17/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208304 of the propane facility at Sea Mist Camping Resort Unit 22. This inspection revealed the item found to be in violation on 8/28/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:


(NFPA 58 6.6.1.6) Anchored it in flood zone

- G. On or about 11/12/2014, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of ~~\$300.00~~ to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- I. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

This is the 24th day of April 2015.

BY CONSENT:


Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

 3/19/15
Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Campbell

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

SEA MIST CAMPING RESORT UNIT 23)

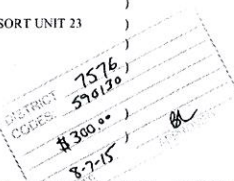
4616 DEVANE RD. SW)

SHALLOTTE, NC 28470)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)




Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

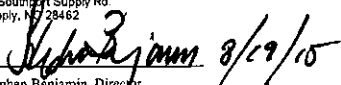
- A. On 2/19/2014, the Standards Division conducted inspection #204143 of the propane facility at Sea Mist Camping Resort Unit 23. This inspection revealed a violation of one item specified by the LP-Gas Law or the LP-Gas Code. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204479 of the propane facility at Sea Mist Camping Resort Unit 23. This inspection revealed the item found to be in violation on 2/19/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204839 of the propane facility at Sea Mist Camping Resort Unit 23. This inspection revealed the item found to be in violation on 4/1/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205050 of the propane facility at Sea Mist Camping Resort Unit 23. This inspection revealed the item found to be in violation on 6/17/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208305 of the propane facility at Sea Mist Camping Resort Unit 23. This inspection revealed the item found to be in violation on 8/28/2014 is still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:
(NFPA 58 6.6.1.6) Anchored if in flood zone
- G. On or about 11/12/2014, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- I. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

This is the 24th day of April 2015.

BY CONSENT:



Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

 3/19/15

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:

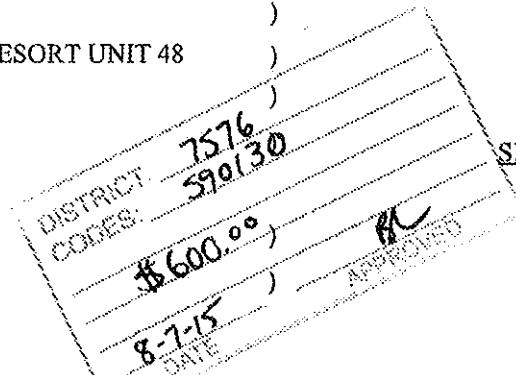
SEA MIST CAMPING RESORT UNIT 48

4616 DEVANE RD. SW

SHALLOTTE, NC 28470

FOR VIOLATIONS OF:

G.S. §119-58(a)



SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204350 of the propane facility at Sea Mist Camping Resort Unit 48. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204482 of the propane facility at Sea Mist Camping Resort Unit 48. This inspection revealed both of the items found to be in violation on 2/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204840 of the propane facility at Sea Mist Camping Resort Unit 48. This inspection revealed both of the items found to be in violation on 4/1/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205049 of the propane facility at Sea Mist Camping Resort Unit 48. This inspection revealed both of the items found to be in violation on 6/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208306 of the propane facility at Sea Mist Camping Resort Unit 48. This inspection revealed both of the items found to be in violation on 8/28/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.6) Anchored if in flood zone

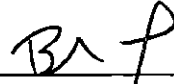
(NFPA 58 6.6.1.4) Paint condition

- G. On or about 11/12/2014, the Standards Division assessed Campbell Propane a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$600.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.

I.

This is the 24th day of April 2015.

BY CONSENT:



Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

SEA MIST CAMPING RESORT UNIT 80)

4616 DEVANE RD. SW)

SHALLOTTE, NC 28470)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204355 of the propane facility at Sea Mist Camping Resort Unit 80. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204487 of the propane facility at Sea Mist Camping Resort Unit 80. This inspection revealed both of the items found to be in violation on 2/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204842 of the propane facility at Sea Mist Camping Resort Unit 80. This inspection revealed both of the items found to be in violation on 4/1/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205048 of the propane facility at Sea Mist Camping Resort Unit 80. This inspection revealed both of the items found to be in violation on 6/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208307 of the propane facility at Sea Mist Camping Resort Unit 80. This inspection revealed both of the items found to be in violation on 8/28/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.6) Anchored if in flood zone

(NFPA 58 6.6.1.4) Paint condition

- G. On or about 11/12/2014, the Standards Division assessed Campbell Propane a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$600.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.

I.

Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$1,200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- J. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- K. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
IN THE MATTER OF:)
RESIDENCE)
119 BRUNSWICK AVE.)
HOLDEN BEACH, NC 28462)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

FOR VIOLATIONS OF:)
G.S. §119-58(a))

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 4/24/2014, the Standards Division conducted inspection #204566 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the LP-Gas Code. A copy of the inspection was provided previously.
- B. On 6/17/2014, the Standards Division conducted inspection #204830 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 4/24/2014 are still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- C. On 8/28/2014, the Standards Division conducted inspection #205054 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 6/17/2014 are still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- D. On 11/6/2014, the Standards Division conducted inspection #208300 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 8/28/2014 are still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- E. On 1/23/2015, the Standards Division conducted inspection #208527 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 11/6/2014 are still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:
(5.2.8.2 & 5.2.8.3) Data plate, cylinder marking
(6.6.6.1(f)) Cathodic protection present/condition (UG)
- G. On or about 3/16/2015, the Standards Division assessed Campbell Propane a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. Campbell Propane agrees to pay the sum of \$600.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/28/2015.
- I.

This is the 28th day of April 2015.

BY CONSENT:

BAL

Campbell Propane
Mr. Brad Lotlin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

TOWN OF HOLDEN BEACH)

110 ROTHSCHILD ST.)

HOLDEN BEACH, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/10/2014, the Standards Division conducted inspection #204302 of the propane facility at Town of Holden Beach. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/18/2014, the Standards Division conducted inspection #204429 of the propane facility at Town of Holden Beach. This inspection revealed the item found to be in violation on 2/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204832 of the propane facility at Town of Holden Beach. This inspection revealed the item found to be in violation on 3/18/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 8/28/2014, the Standards Division conducted inspection #205053 of the propane facility at Town of Holden Beach. This inspection revealed the item found to be in violation on 6/17/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 11/6/2014, the Standards Division conducted inspection #208299 of the propane facility at Town of Holden Beach. This inspection revealed the item found to be in violation on 8/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. On 1/23/2015, the Standards Division conducted inspection #208528 of the propane facility at Town of Holden Beach. This inspection revealed the item found to be in violation on 11/6/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- G. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.4) Paint condition

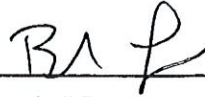
- II. On or about 3/16/2015, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- I. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/28/2015.
- J.

Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- K. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- L. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of April 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Brad Loflin", written over a horizontal line.

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

21 LAURINBURG STREET)

OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

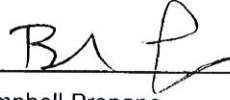
- A. On 10/30/2014, the Standards Division conducted inspection #208276 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/8/2014, the Standards Division conducted inspection #208412 of the propane facility at Residence. This inspection revealed the item found to be in violation on 10/30/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/19/2015, the Standards Division conducted inspection #208703 of the propane facility at Residence. This inspection revealed the item found to be in violation on 12/8/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

- E. On or about 2/25/2015, the Standards Division assessed Campbell Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Br Loflin", written over a horizontal line.

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
RESIDENCE)
66 LAURINBURG STREET)
OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 10/30/2014, the Standards Division conducted inspection #208274 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/8/2014, the Standards Division conducted inspection #208410 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 10/30/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/19/2015, the Standards Division conducted inspection #208704 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 12/8/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.6) Anchored if in flood zone

(6.6.1.4) Paint condition


- E. On or about 2/25/2015, the Standards Division assessed Campbell Propane a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Campbell Propane agrees to pay the sum of \$845.93, which includes late fee and interest, to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/6/2017.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$1,200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of April 2017.

BY CONSENT:

DISTRICT:	7576
CODES:	590130
	\$845.93
DATE	APPROVED


Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Re: to:

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

BOJANGLES')

356 OLD WHITEVILLE RD.)

SHALLOTTE, NC 28470)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204327 of the propane facility at Bojangles'. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/28/2014, the Standards Division conducted inspection #204455 of the propane facility at Bojangles'. This inspection revealed all of the items found to be in violation on 2/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 7/1/2014, the Standards Division conducted inspection #204887 of the propane facility at Bojangles'. This inspection revealed all of the items found to be in violation on 3/28/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 9/17/2014, the Standards Division conducted inspection #205576 of the propane facility at Bojangles'. This inspection revealed all of the items found to be in violation on 7/1/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 12/2/2014, the Standards Division conducted inspection #208374 of the propane facility at Bojangles'. This inspection revealed all of the items found to be in violation on 9/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. On 3/13/2015, the Standards Division conducted inspection #208746 of the propane facility at Bojangles'. This inspection revealed all of the items found to be in violation on 12/2/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- G. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 5.2.8.3) Data plate
 - (NFPA 58 6.3) Separation from building/property lines
 - (NFPA 58 6.6.6.1(I)) Cathodic protection present/condition (UG)
 - (N.C.G.S. § 119.58) Supplier/owner identified
- H. On or about 3/19/2015, the Standards Division assessed Campbell Propane a civil penalty of \$2,300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- I. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Campbell Propane agrees to pay the sum of \$1,579.45 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/28/2017.
- J. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$2,300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- K. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- L. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 29th day of January 2017.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

348 EAST SECOND STREET)

OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 9/3/2015, the Standards Division conducted inspection #209304 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/6/2015, the Standards Division conducted inspection #209692 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 9/3/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/2/2015, the Standards Division conducted inspection #211903 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 10/6/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.2.1.4) Dents, gouges, bulges, corrosion

(6.6.1.4) Paint condition

- E. On or about 12/3/2015, the Standards Division assessed Campbell Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/28/2016.
- G. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of April 2016.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

5150 WHITEVILLE RD., NW)

ASH, NC 28420-3718)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 11/16/2015, the Standards Division conducted inspection #211875 of the propane facility at Residence. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/17/2015, the Standards Division conducted inspection #211925 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 11/16/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/21/2016, the Standards Division conducted inspection #211963 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 12/17/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 3/31/2016, the Standards Division conducted inspection #212141 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 1/21/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.3) Separation from building/property lines
 - (6.6.1.4) Paint condition
 - (6.7.2.4) Relief valve cover
- F. On or about 4/1/2016, the Standards Division assessed Campbell Propane a civil penalty of \$800.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$400.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/28/2016.
- H. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$800.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I.

Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

- J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of April 2016.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

BARTHA RESIDENCE)

376 EAST FIRST STREET)

OCEAN ISLE BEACH, NC 28469-7606)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 2/18/2016, the Standards Division conducted inspection #212038 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/31/2016, the Standards Division conducted inspection #212132 of the propane facility at Residence. This inspection revealed the item found to be in violation on 2/18/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/2/2016, the Standards Division conducted inspection #212232 of the propane facility at Residence. This inspection revealed the item found to be in violation on 3/31/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 7/7/2016, the Standards Division conducted inspection #212546 of the propane facility at Residence. This inspection revealed the item found to be in violation on 5/2/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.

- E. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.2.1.4) Dents, gouges, bulges, corrosion

- F. On or about 8/10/2016, the Standards Division assessed Campbell Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Campbell Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/22/2016.

- H. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J.

This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 23rd day of August 2016.

BY CONSENT:

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Brad Loflin
Campbell Propane
91 Southport Supply Rd.
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

3235 SEA CREST RD.)

SUPPLY, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Campbell Propane.

- A. On 8/16/2017, the Standards Division conducted inspection #216198 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/21/2017, the Standards Division conducted inspection #216516 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 8/16/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/30/2017, the Standards Division conducted inspection #218557 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 9/21/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 1/19/2018, the Standards Division conducted inspection #218676 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 10/30/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Campbell Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

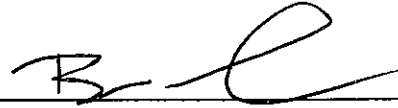
(5.2.2.2 & 5.2.3.1) Cylinder in qualification period

(6.8.1.6) Anchored if in flood zone

- F. On or about 1/22/2018, the Standards Division assessed Campbell Propane a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Campbell Propane agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/17/2018.
- H. Breach of any conditions in paragraph (a) above by Campbell Propane may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Campbell Propane for such payment. Failure by Campbell Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. Campbell Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

This is the 18th day of May 2018.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Brad Loflin", written over a horizontal line.

Campbell Propane
Mr. Brad Loflin
91 Southport Supply Rd.
Supply, NC 28462

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DUPLIN

IN THE MATTER OF:)

DUFF'S HARDWARE & SMALL ENGINE)

106 NORTHEAST RD.)

WALLACE, NC 28466)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cape Fear Propane.

- A. On 3/2/2015, the Standards Division conducted inspection #49798 of the propane facility at Duff's Hardware & Small Engine. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/8/2015, the Standards Division conducted inspection #50206 of the propane facility at Duff's Hardware & Small Engine. This inspection revealed the item found to be in violation on 3/2/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Cape Fear Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.18.2.3) bypass

- D. On or about 6/11/2015, the Standards Division assessed Cape Fear Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cape Fear Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/14/2015.
- F. Breach of any conditions in paragraph (a) above by Cape Fear Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cape Fear Propane for such payment. Failure by Cape Fear Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Cape Fear Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 15th day of July 2015.

BY CONSENT:

Cape Fear Propane
Mr. Jason Pearson
PO Box 47
Clinton, NC 28329

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jason Pearson
Cape Fear Propane
PO Box 47
Clinton, NC 28329

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

IN THE MATTER OF:

QUALITY CLEANERS

107 FRAZIER STREET

WHITEVILLE, NC 28472-4628

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cape Fear Propane.

- A. On 10/17/2016, the Standards Division conducted inspection #214235 of the propane facility at Quality Cleaners. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/18/2016, the Standards Division conducted inspection #215578 of the propane facility at Quality Cleaners. This inspection revealed the item found to be in violation on 10/17/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/31/2017, the Standards Division conducted inspection #215659 of the propane facility at Quality Cleaners. This inspection revealed the item found to be in violation on 11/18/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Cape Fear Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.6.1.6) Anchored if in flood zone
- E. On or about 2/1/2017, the Standards Division assessed Cape Fear Propane a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cape Fear Propane agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/28/2017.
- G. Breach of any conditions in paragraph (a) above by Cape Fear Propane may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cape Fear Propane for such payment. Failure by Cape Fear Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Cape Fear Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of November 2017.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Heather Blackmon", written over a horizontal line.

Cape Fear Propane
Ms. Heather Blackmon
PO Box 1130
Whiteville, NC 28472

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BLADEN

IN THE MATTER OF:)

CAPE FEAR PROPANE)

1114 S. POPLAR ST.)

ELIZABETHTOWN, NC 28337)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

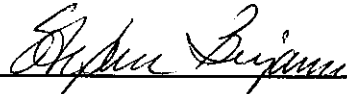
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cape Fear Propane.

- A. On 8/1/2017, the Standards Division conducted inspection #216166 of the propane facility at Cape Fear Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Cape Fear Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 8/4/2017, the Standards Division assessed Cape Fear Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cape Fear Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/11/2017.
- E. Breach of any conditions in paragraph (a) above by Cape Fear Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cape Fear Propane for such payment. Failure by Cape Fear Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Cape Fear Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 12th day of October 2017.

BY CONSENT:

Cape Fear Propane
Mr. Scott Johnson
PO Box 250
Elizabethtown, NC 28337



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)

RESIDENCE)

15459 SEVEN CREEKS)

PIREWAY, NC 28463)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

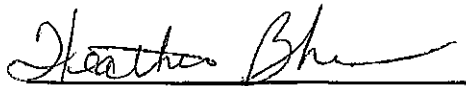
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cape Fear Propane.

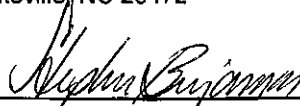
- A. On 7/27/2017, the Standards Division conducted inspection #216161 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 8/29/2017, the Standards Division conducted inspection #216220 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 7/27/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/9/2017, the Standards Division conducted inspection #216548 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 8/29/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Cape Fear Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.8.2.1/6.8.2.2, 6.8.3) Firm foundation/contact with soil
 - (6.8.1.4) Paint condition
- E. On or about 10/10/2017, the Standards Division assessed Cape Fear Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cape Fear Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/28/2017.
- G. Breach of any conditions in paragraph (a) above by Cape Fear Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cape Fear Propane for such payment. Failure by Cape Fear Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Cape Fear Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 28th day of November 2017.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Heather Blackmon", written over a horizontal line.

Cape Fear Propane
Ms. Heather Blackmon
PO Box 1130
Whiteville, NC 28472

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)

CAROLANE PROPANE)

3000 LOWERY ST.)

WINSTON-SALEM, NC 27101)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carolane Propane.

- A. On 3/10/2014, the Standards Division conducted inspection #41838 of the propane facility at Carolane Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/15/2014, the Standards Division conducted inspection #42261 of the propane facility at Carolane Propane. This inspection revealed all of the item found to be in violation on 3/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 8/12/2014, the Standards Division conducted inspection #42680 of the propane facility at Carolane Propane. This inspection revealed all of the item found to be in violation on 5/15/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Carolane Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.9.4 & 6.9.3) Fittings shall be appropriate for intended service and must be replaced when worn.
Third violation.

- E. On or about 8/15/2014, the Standards Division assessed Carolane Propane a civil penalty of \$800.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carolane Propane agrees to pay the sum of \$490.04 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/8/2015.
- G. Breach of any conditions in paragraph (a) above by Carolane Propane may render due and payable the entire amount of the \$800.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carolane Propane for such payment. Failure by Carolane Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Carolane Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of February 2015.

BY CONSENT:

Carolane Propane
Mr. David Smith
1421 Main St.
Winston Salem, NC 27127

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Smith
Carolane Propane
1421 Main St.
Winston Salem, NC 27127

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)

CAROLANE PROPANE)

170 SALEM CREEK DR)

WINSTON-SALEM, NC 27103)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carolane Propane.

- A. On 3/10/2014, the Standards Division conducted inspection #41839 of the propane facility at Carolane Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/15/2014, the Standards Division conducted inspection #42260 of the propane facility at Carolane Propane. This inspection revealed all of the item found to be in violation on 3/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Carolane Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.9.4 & 6.9.3) Fittings shall be appropriate for intended service and must be replaced when worn.

- D. On or about 5/22/2014, the Standards Division assessed Carolane Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carolane Propane agrees to pay the sum of \$125.05 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/8/2015.
- F. Breach of any conditions in paragraph (a) above by Carolane Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carolane Propane for such payment. Failure by Carolane Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Carolane Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of February 2015.

BY CONSENT:

Carolane Propane
Mr. David Smith
1421 Main St.
Winston Salem, NC 27127

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Smith
Carolane Propane
1421 Main St.
Winston Salem, NC 27127

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

IN THE MATTER OF:

CAROLANE PROPANE

654 N. CHURTON ST.

HILLSBOROUGH, NC 27278

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

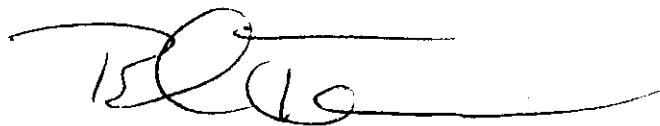
SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

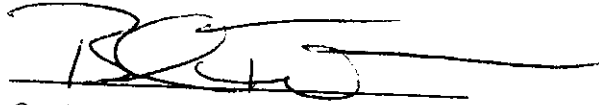
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carolane Propane.

- A. On 7/9/2013, the Standards Division conducted inspection #47342 of the propane facility at Carolane Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/14/2013, the Standards Division conducted inspection #47547 of the propane facility at Carolane Propane. This inspection revealed the item found to be in violation on 7/9/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Carolane Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
(6.9.3.10, 6.6.1.2) supported, protected and painted
- D. On or about 8/20/2013, the Standards Division assessed Carolane Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carolane Propane agrees to pay the sum of \$195.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/22/2015.
- F. Breach of any conditions in paragraph (a) above by Carolane Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carolane Propane for such payment. Failure by Carolane Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Carolane Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

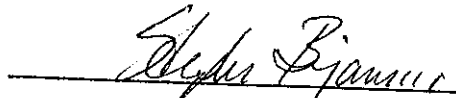


is the 22nd day of June 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "BF", written over a horizontal line.

Carolane Propane
Mr. Billy Foust
654 N. Churton St.
Hillsborough, NC 27278

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Carolane

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)
RIVERSIDE FARM & GARDEN SUPPLY)
6295 YADKINVILLE RD.)
PFAFFTOWN, NC 27040)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carolane Propane.

- A. On 3/8/2018, the Standards Division conducted inspection #54056 of the propane facility at Riverside Farm & Garden Supply. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/12/2018, the Standards Division conducted inspection #54210 of the propane facility at Riverside Farm & Garden Supply. This inspection revealed the item found to be in violation on 3/8/2018 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/23/2018, the Standards Division conducted inspection #54402 of the propane facility at Riverside Farm & Garden Supply. This inspection revealed the item found to be in violation on 4/12/2018 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Carolane Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.9.7.1) tank openings
- E. On or about 5/24/2018, the Standards Division assessed Carolane Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carolane Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/4/2018.
- G. Breach of any conditions in paragraph (a) above by Carolane Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carolane Propane for such payment. Failure by Carolane Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Carolane Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of July 2018.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Jim Smart", written over a horizontal line.

Carolane Propane
Mr. Jim Smart
1421 S. Main St.
Winston-Salem, NC 27127

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MCDOWELL

IN THE MATTER OF:)
BURGIN HARDWARE)
1121 N MAIN ST)
MARION, NC 28752)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carolina Energies Inc.

- A. On 3/26/2013, the Standards Division conducted inspection #46918 of the propane facility at Burgin Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/6/2013, the Standards Division conducted inspection #47480 of the propane facility at Burgin Hardware. This inspection revealed the item found to be in violation on 3/26/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Carolina Energies Inc, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.7.8.1(F)) Shutoff Valves - accessible, at tank

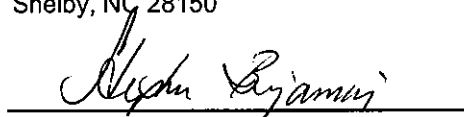
- D. On or about 8/9/2013, the Standards Division assessed Carolina Energies Inc a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carolina Energies Inc agrees to pay the sum of \$185.03 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/4/2014.
- F. Breach of any conditions in paragraph (a) above by Carolina Energies Inc may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carolina Energies Inc for such payment. Failure by Carolina Energies Inc to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Carolina Energies Inc acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of March 2014.

BY CONSENT:

A handwritten signature in cursive script, reading "Lawrence R. Heffner", written over a horizontal line.

Carolina Energies Inc
Lawrence R Heffner
PO Box 910
Shelby, NC 28150

A handwritten signature in cursive script, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CALDWELL

IN THE MATTER OF:)

WILLIAMS MATERIALS, INC.)

2099 CONNELLY SPRINGS RD.)

LENOIR, NC 28645)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carolina Energies, Inc..

- A. On 2/23/2016, the Standards Division conducted inspection #51287 of the propane facility at Williams Materials, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/31/2016, the Standards Division conducted inspection #51478 of the propane facility at Williams Materials, Inc.. This inspection revealed the item found to be in violation on 2/23/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/5/2016, the Standards Division conducted inspection #51649 of the propane facility at Williams Materials, Inc.. This inspection revealed the item found to be in violation on 3/31/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Carolina Energies, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.23.2) 15 feet from non-explosive proof electrical wiring and fixtures

- E. On or about 5/6/2016, the Standards Division assessed Carolina Energies, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carolina Energies, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/25/2016.
- G. Breach of any conditions in paragraph (a) above by Carolina Energies, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carolina Energies, Inc. for such payment. Failure by Carolina Energies, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Carolina Energies, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 26th day of May 2016.

BY CONSENT:

Carolina Energies, Inc.
Mr Jeff Chruch
1240-B Burkemont Ave.
Morganton, NC 28655

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr Jeff Chruch
Carolina Energies, Inc.
1240-B Burkemont Ave.
Morganton, NC 28655

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MOORE

IN THE MATTER OF:)

CARTHAGE RENTAL)

3812 US HWY 15/501)

CARTHAGE, NC 28327)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Carthage Rental.

- A. On 7/15/2015, the Standards Division conducted inspection #50381 of the propane facility at Carthage Rental. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/22/2015, the Standards Division conducted inspection #50669 of the propane facility at Carthage Rental. This inspection revealed the item found to be in violation on 7/15/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/3/2015, the Standards Division conducted inspection #50853 of the propane facility at Carthage Rental. This inspection revealed the item found to be in violation on 9/22/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Carthage Rental, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.19.4.2, 6.25.3.7) Security - dispensing point protected by 6' industrial fence or cabinet locked when unattended

(6.4.5) Structures over tanks are not permitted unless specifically allowed, as justified by a fire protection analysis.

- E. On or about 12/1/2015, the Standards Division assessed Carthage Rental a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Carthage Rental agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/31/2015.
- G. Breach of any conditions in paragraph (a) above by Carthage Rental may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Carthage Rental for such payment. Failure by Carthage Rental to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Carthage Rental acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

I.

This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of December 2015.

BY CONSENT:

Carthage Rental
Mrs Betty Rorie
PO Box 893
Carthage, NC 28327

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mrs Betty Rorie
Carthage Rental
PO Box 893
Carthage, NC 28327

STATE OF NORTH CAROLINA

MAR 04 2014

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NASH

IN THE MATTER OF:

CENTRAL HARDWARE, LLC

9475 MAIN ST.

CASTALIA, NC 27816

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Central Hardware, LLC.

- A. On 6/12/2013, the Standards Division conducted inspection #47216 of the propane facility at Central Hardware, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/30/2013, the Standards Division conducted inspection #47443 of the propane facility at Central Hardware, LLC. This inspection revealed the item found to be in violation on 6/12/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Central Hardware, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.13, 6.24.3.6) Hydrostatic Relief Valves
- D. On or about 8/2/2013, the Standards Division assessed Central Hardware, LLC a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Central Hardware, LLC agrees to pay the sum of \$185.03 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/30/2014.
- F. Breach of any conditions in paragraph (a) above by Central Hardware, LLC may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Central Hardware, LLC for such payment. Failure by Central Hardware, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Central Hardware, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

No Signature.

OF NORTH CAROLINA

COUNTY OF HARNETT

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
CHAMPION MILLING CO., INC.)
100 W. EDGERTON ST.)
DUNN, NC 28334)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Champion Milling Co., Inc..

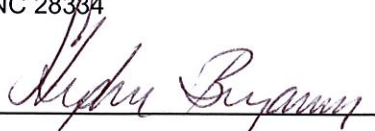
- A. On 12/10/2014, the Standards Division conducted inspection #49471 of the propane facility at Champion Milling Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Champion Milling Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 12/16/2014, the Standards Division assessed Champion Milling Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Champion Milling Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/21/2015.
- E. Breach of any conditions in paragraph (a) above by Champion Milling Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Champion Milling Co., Inc. for such payment. Failure by Champion Milling Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Champion Milling Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 22nd day of December 2014.

BY CONSENT:



Champion Milling Co., Inc.
Ms Gail Harris
100 W. Edgerton St.
Dunn, NC 28384



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAYNE

IN THE MATTER OF:)

CHERRY ENERGY)

5406 NC 111 S)

SEVEN SPRINGS, NC 28578)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cherry Energy.

- A. On 9/22/2014, the Standards Division conducted inspection #42898 of the propane facility at Cherry Energy. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/10/2014, the Standards Division conducted inspection #43269 of the propane facility at Cherry Energy. This inspection revealed the item found to be in violation on 9/22/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/23/2015, the Standards Division conducted inspection #43668 of the propane facility at Cherry Energy. This inspection revealed the item found to be in violation on 12/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Cherry Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.9.6.4) Hoses 350 PSI-labeled, good condition

- E. On or about 3/26/2015, the Standards Division assessed Cherry Energy a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cherry Energy agrees to pay the sum of \$368.75 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/31/2018.
- G. Breach of any conditions in paragraph (a) above by Cherry Energy may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cherry Energy for such payment. Failure by Cherry Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Cherry Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of August 2018.

BY CONSENT:

Cherry Energy
Mr. Jason Cherry
PO Box 1424
Kinston, NC 28503

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jason Cherry
Cherry Energy
PO Box 1424
Kinston, NC 28503

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAYNE

IN THE MATTER OF:)

JAKE PRICE FARM)

BENNETTS BRIDGE RD)

SEVEN SPRINGS, NC 28578)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cherry Energy.

- A. On 9/22/2014, the Standards Division conducted inspection #42897 of the propane facility at Jake Price Farm. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/10/2014, the Standards Division conducted inspection #43270 of the propane facility at Jake Price Farm. This inspection revealed all of the items found to be in violation on 9/22/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/23/2015, the Standards Division conducted inspection #43670 of the propane facility at Jake Price Farm. This inspection revealed all of the items found to be in violation on 12/10/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Cherry Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(02 NCAC 38 .0701(l)(f) / 6.12.6 & 6.12.9) Automatic closure of ESVs

(6.7.2.4) Relief valve cover

- E. On or about 3/26/2015, the Standards Division assessed Cherry Energy a civil penalty of \$1,100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cherry Energy agrees to pay the sum of \$811.25 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/31/2018.
- G. Breach of any conditions in paragraph (a) above by Cherry Energy may render due and payable the entire amount of the \$1,100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cherry Energy for such payment. Failure by Cherry Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Cherry Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of August 2018.

BY CONSENT:

Cherry Energy
Mr. Jason Cherry
PO Box 1424
Kinston, NC 28503

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jason Cherry
Cherry Energy
PO Box 1424
Kinston, NC 28503

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF LENOIR

IN THE MATTER OF:)

VERNON PARK EXXON)

1811 W VERNON AVE)

KINSTON, NC 28501)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cherry Energy.

- A. On 2/12/2015, the Standards Division conducted inspection #49750 of the propane facility at Vernon Park Exxon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 5/7/2015, the Standards Division conducted inspection #50095 of the propane facility at Vernon Park Exxon. This inspection revealed the item found to be in violation on 2/12/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Cherry Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.2) protection from vehicles

- D. On or about 5/13/2015, the Standards Division assessed Cherry Energy a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cherry Energy agrees to pay the sum of \$218.75 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/31/2018.
- F. Breach of any conditions in paragraph (a) above by Cherry Energy may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cherry Energy for such payment. Failure by Cherry Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Cherry Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of August 2018.

BY CONSENT:

Cherry Energy
Mr. Jason Cherry
PO Box 1424
Kinston, NC 28503

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jason Cherry
Cherry Energy
PO Box 1424
Kinston, NC 28503

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAYNE

IN THE MATTER OF:)

PRICE BROTHERS FARMS)

282 VAN SMITH RD.)

SEVEN SPRINGS, NC 28578)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cherry Energy.

- A. On 6/10/2014, the Standards Division conducted inspection #204816 of the propane facility at Price Brothers Farms. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 8/12/2014, the Standards Division conducted inspection #204989 of the propane facility at Price Brothers Farms. This inspection revealed the item found to be in violation on 6/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/10/2014, the Standards Division conducted inspection #208427 of the propane facility at Price Brothers Farms. This inspection revealed the item found to be in violation on 8/12/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 3/23/2015, the Standards Division conducted inspection #208757 of the propane facility at Price Brothers Farms. This inspection revealed the item found to be in violation on 12/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Cherry Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Site has proper approval

- F. On or about 3/26/2015, the Standards Division assessed Cherry Energy a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cherry Energy agrees to pay the sum of \$663.75 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/30/2018.
- H. Breach of any conditions in paragraph (a) above by Cherry Energy may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cherry Energy for such payment. Failure by Cherry Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. Cherry Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 31st day of August 2018.

BY CONSENT:

Cherry Energy
Mr. Jason Cherry
PO Box 1424
Kinston, NC 28503

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jason Cherry
Cherry Energy
PO Box 1424
Kinston, NC 28503

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DUPLIN

IN THE MATTER OF:)
R-MART HARDWARE, INC.)
3794 NC HWY 111 N)
ALBERTSON, NC 28508)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cherry Energy.

- A. On 4/8/2014, the Standards Division conducted inspection #48490 of the propane facility at R-Mart Hardware, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/19/2014, the Standards Division conducted inspection #49370 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 4/8/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- C. On 2/11/2015, the Standards Division conducted inspection #49732 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 11/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- D. On 5/7/2015, the Standards Division conducted inspection #50096 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 2/11/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- E. On 11/23/2015, the Standards Division conducted inspection #50937 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 5/7/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- F. On 11/28/2016, the Standards Division conducted inspection #52511 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 11/23/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- G. On 5/2/2017, the Standards Division conducted inspection #53065 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 11/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*.

- H. On 11/19/2014, the Standards Division conducted inspection #49371 of the propane facility at R-Mart Hardware, Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- I. On 2/11/2015, the Standards Division conducted inspection #49731 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 11/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- J. On 5/7/2015, the Standards Division conducted inspection #50131 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 2/11/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- K. On 11/23/2015, the Standards Division conducted inspection #50936 of the propane facility at R-Mart Hardware, Inc. This inspection revealed the item found to be in violation on 5/7/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*.
- L. As a result of these inspections, a total of \$11,486.71, including late fees and interest was assessed Cherry Energy through February 2018 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- J. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cherry Energy agrees to pay the sum of \$6,861.71 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/30/2018.
- K. Breach of any conditions in paragraph (a) above by Cherry Energy may render due and payable the entire amount of the \$11,486.71 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cherry Energy for such payment. Failure by Cherry Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- L. Cherry Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- M. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 31st day of August 2018.

BY CONSENT:

Cherry Energy
Mr. Jason Cherry
PO Box 1424
Kinston, NC 28503

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jason Cherry
Cherry Energy
PO Box 1424
Kinston, NC 28503



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Standards Division

Stephen Benjamin
Director

4/21/2014

Mr. Kenny Click
Click's Nursery
8142 Stoney Point Rd.
Fayetteville, NC 28306

Dear Mr. Click:

This letter will acknowledge receipt of payment in the amount of \$100.00 as payment for the civil penalty assessed against Click's Nursery of Fayetteville, NC.

Please feel free to contact me if you have any questions.

Sincerely,

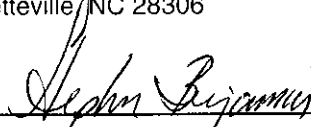
For

Stephen Benjamin, Director
Standards Division

his is the 19th day of March 2014.

BY CONSENT:

Click's Nursery
Mr. Kenny Click
8142 Stoney Point Rd.
Fayetteville, NC 28306



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

SETTLEMENT AGREEMENT

NORTH CAROLINA

COUNTY OF CALDWELL

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
C AND M ASSETS LLC)
1437 BLOWING ROCK BLVD NW)
LENOIR, NC 28645)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and C and M Assets LLC.

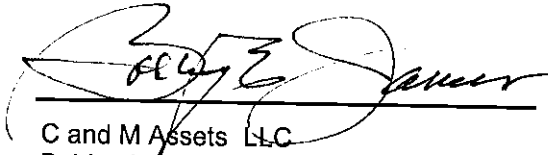
- A. On 6/2/2014, the Standards Division conducted inspection #48724 of the propane facility at C and M Assets LLC. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that C and M Assets LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

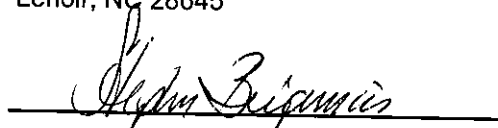
- C. On or about 6/5/2014, the Standards Division assessed C and M Assets LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. C and M Assets LLC agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/10/2014.
- E. Breach of any conditions in paragraph (a) above by C and M Assets LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to C and M Assets LLC for such payment. Failure by C and M Assets LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. C and M Assets LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 10th day of June 2014.

BY CONSENT:



C and M Assets LLC
Bobby James
1437 Blowing Rock Blvd NW
Lenoir, NC 28645



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

COUNTY OF MOORE

IN THE MATTER OF:

ABUNDANT FAITH MINISTRIES

259 GLENDON CARTHAGE RD

GOLDSTON, NC 27252-8002

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cooper LP-Gas, Inc..

- A. On 4/11/2016, the Standards Division conducted inspection #212170 of the propane facility at Abundant Faith Ministries. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 7/18/2016, the Standards Division conducted inspection #212558 of the propane facility at Abundant Faith Ministries. This inspection revealed the item found to be in violation on 4/11/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/19/2016, the Standards Division conducted inspection #214591 of the propane facility at Abundant Faith Ministries. This inspection revealed the item found to be in violation on 7/18/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Cooper LP-Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.7.2.4) Relief valve cover

- E. On or about 10/20/2016, the Standards Division assessed Cooper LP-Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cooper LP-Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/10/2016.
- G. Breach of any conditions in paragraph (a) above by Cooper LP-Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cooper LP-Gas, Inc. for such payment. Failure by Cooper LP-Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Cooper LP-Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 10th day of November 2016.

BY CONSENT:



Copper LP-Gas, Inc.
Mr. John Wicker
PO Box 1048
Sanford, NC 27331



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF SWAIN

IN THE MATTER OF:)

COOPER CREEK GENERAL STORE)

20 COOPER CREEK RD)

BRYSON CITY, NC 28713)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cooper Creek General Store.

- A. On 6/21/2016, the Standards Division conducted inspection #51843 of the propane facility at Cooper Creek General Store. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Cooper Creek General Store, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 6/22/2016, the Standards Division assessed Cooper Creek General Store a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cooper Creek General Store agrees to pay the sum of \$129.36 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/1/2017.
- E. Breach of any conditions in paragraph (a) above by Cooper Creek General Store may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cooper Creek General Store for such payment. Failure by Cooper Creek General Store to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Cooper Creek General Store acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of September 2017.

BY CONSENT:

Cooper Creek General Store
Mr Richard Boismier
PO Box 2351
Bryson City, NC 28713

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr Richard Boismier
Cooper Creek General Store
PO Box 2351
Bryson City, NC 28713

E OF NORTH CAROLINA

OUNTY OF COLUMBUS

IN THE MATTER OF:

CORNER STOP 211

100 W STRAWBERRY ST.

CHADBOURN, NC 28431

FOR VIOLATIONS OF:

G.S. §119-58(a)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Corner Stop 211.

- A. On 2/20/2014, the Standards Division conducted inspection #48256 of the propane facility at Corner Stop 211. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Corner Stop 211, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 2/26/2014, the Standards Division assessed Corner Stop 211 a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- Corner Stop 211 agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/3/2014.
- E. Breach of any conditions in paragraph (a) above by Corner Stop 211 may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Corner Stop 211 for such payment. Failure by Corner Stop 211 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Corner Stop 211 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

NOTICE OF THE BOARD OF DIRECTORS
OF THE UNIVERSITY OF CALIFORNIA
REGARDING THE PROPOSED
AMENDMENTS TO THE CHARTER OF THE
UNIVERSITY OF CALIFORNIA

THE UNIVERSITY OF CALIFORNIA
COUNTY OF LOS ANGELES
IN THE MATTER OF

THE UNIVERSITY OF CALIFORNIA

THE UNIVERSITY OF CALIFORNIA

THE UNIVERSITY OF CALIFORNIA

THE UNIVERSITY OF CALIFORNIA

No Signature.

The right to amend the provisions of the Charter of the University of California shall remain in the hands of the Board of Directors, and no amendment shall be made without the affirmative vote of a majority of the members of the Board of Directors.

1. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

2. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

3. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

4. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

5. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

6. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

7. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

8. The Board of Directors shall have the right to amend the Charter of the University of California, subject to the approval of the people of the State of California.

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

COSTCO WHOLESALE)

2838 WAKE FOREST RD.)

RALEIGH, NC 27609)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Costco Wholesale.

- A. On 3/24/2014, the Standards Division conducted inspection #48414 of the propane facility at Costco Wholesale. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/3/2014, the Standards Division conducted inspection #48739 of the propane facility at Costco Wholesale. This inspection revealed the item found to be in violation on 3/24/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 9/9/2014, the Standards Division conducted inspection #49107 of the propane facility at Costco Wholesale. This inspection revealed the item found to be in violation on 6/3/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 1/6/2015, the Standards Division conducted inspection #49542 of the propane facility at Costco Wholesale. This inspection revealed the item found to be in violation on 9/9/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Costco Wholesale, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.7.8.1(F)) Shutoff Valves - accessible, at tank

- F. On or about 1/9/2015, the Standards Division assessed Costco Wholesale a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Costco Wholesale agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/11/2015.
- H. Breach of any conditions in paragraph (a) above by Costco Wholesale may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Costco Wholesale for such payment. Failure by Costco Wholesale to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. Costco Wholesale acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of May 2015.

BY CONSENT:

Costco Wholesale
Mr. Robert Moyer
45940 Horseshoe Dr.
Sterling, VA 20132

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert Moyer
Costco Wholesale
45940 Horseshoe Dr.
Sterling, VA 20132

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

COUNTRY FARM & HOME SUPPLY, INC.)

203 S. SMALL ST.)

PITTSBORO, NC 27312)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 6/8/2016, the Standards Division conducted inspection #51803 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/13/2016, the Standards Division conducted inspection #52242 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 6/8/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/17/2016, the Standards Division conducted inspection #52486 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 9/13/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Markings - identified as to gas supplier

- E. On or about 11/18/2016, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/2/2017.
- G. Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I.

This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of July 2017.

BY CONSENT:

Southern States - Siler City Service
Mr. Keith Stanley
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Keith Stanley
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

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STATE OF NORTH CAROLINA

COUNTY OF UNION

IN THE MATTER OF:

COX BROTHERS FARMS

6409 RAPE ROAD

MONROE, NC 28112

NORTH CAROLINA DEPARTMENT OF
 AGRICULTURE AND CONSUMER SERVICES
 STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cox Brothers Farms.

- A. On 9/4/2014, the Standards Division conducted inspection #42820 of the propane facility at Cox Brothers Farms. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/13/2014, the Standards Division conducted inspection #43155 of the propane facility at Cox Brothers Farms. This inspection revealed both of the items found to be in violation on 9/4/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Cox Brothers Farms, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
- D. On or about 11/19/2014, the Standards Division assessed Cox Brothers Farms a civil penalty of \$850.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cox Brothers Farms agrees to pay the sum of \$531.47 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/9/2015.
- F. Breach of any conditions in paragraph (a) above by Cox Brothers Farms may render due and payable the entire amount of the \$850.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cox Brothers Farms for such payment. Failure by Cox Brothers Farms to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Cox Brothers Farms acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

STILLMENT AGREEMENT

No signature

THIS AGREEMENT is made this 1st day of January, 2012, between COX BROTHERS, INC., a corporation organized under the laws of the State of North Carolina, and EAST ROAD, a corporation organized under the laws of the State of North Carolina.

WHEREAS, COX BROTHERS, INC. and EAST ROAD have entered into a contract for the purchase and sale of certain real property located in the County of Lenoir, State of North Carolina, and

WHEREAS, the said contract contains certain provisions relating to the payment of the purchase price of the said real property, and

WHEREAS, the said contract contains certain provisions relating to the payment of the purchase price of the said real property, and

IT IS HEREBY AGREED THAT

THE PARTIES HAVE ENTERED INTO THIS AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Lenoir, State of North Carolina, this 1st day of January, 2012.

COX BROTHERS, INC. by its duly authorized officers and agents, and EAST ROAD by its duly authorized officers and agents, have hereunto set their hands and seals at the County of Lenoir, State of North Carolina, this 1st day of January, 2012.

COX BROTHERS, INC. by its duly authorized officers and agents, and EAST ROAD by its duly authorized officers and agents, have hereunto set their hands and seals at the County of Lenoir, State of North Carolina, this 1st day of January, 2012.

COX BROTHERS, INC. by its duly authorized officers and agents, and EAST ROAD by its duly authorized officers and agents, have hereunto set their hands and seals at the County of Lenoir, State of North Carolina, this 1st day of January, 2012.

COX BROTHERS, INC. by its duly authorized officers and agents, and EAST ROAD by its duly authorized officers and agents, have hereunto set their hands and seals at the County of Lenoir, State of North Carolina, this 1st day of January, 2012.

COX BROTHERS, INC. by its duly authorized officers and agents, and EAST ROAD by its duly authorized officers and agents, have hereunto set their hands and seals at the County of Lenoir, State of North Carolina, this 1st day of January, 2012.

NORTH CAROLINA

COUNTY OF SCOTLAND

IN THE MATTER OF:

CRESTWOOD TRANSPORTATION, LLC

3825 US HWY 6 E

WATERLOO, IN 46793

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:


G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Crestwood Transportation, LLC.

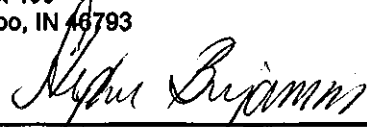
- A. On 9/9/2015, the Standards Division conducted inspection #209313 of the propane facility at Crestwood Transportation, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the LP-Gas Code.
- B. As a result of its inspection, the Standards Division alleges that Crestwood Transportation, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:
(9.4.8) Parked with wheel stops
- C. On or about 9/10/2015, the Standards Division assessed Crestwood Transportation, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Crestwood Transportation, LLC agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/22/2015.
- E. Breach of any conditions in paragraph (a) above by Crestwood Transportation, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Crestwood Transportation, LLC for such payment. Failure by Crestwood Transportation, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Crestwood Transportation, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 23rd day of October 2015.

BY CONSENT:



Crestwood Transportation, LLC
Mr. Jared Sharp
PO Box 490
Waterloo, IN 46793



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF SCOTLAND

IN THE MATTER OF:

CRESTWOOD TRANSPORTATION, LLC

3825 US HWY 6 E

WATERLOO, IN 46793

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

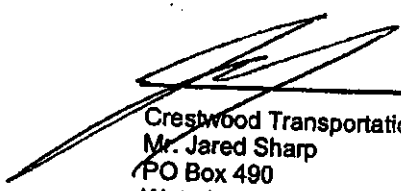
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Crestwood Transportation, LLC.

- A. On 9/9/2015, the Standards Division conducted inspection #209315 of the propane facility at Crestwood Transportation, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the LP-Gas Code.
- B. As a result of its inspection, the Standards Division alleges that Crestwood Transportation, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:

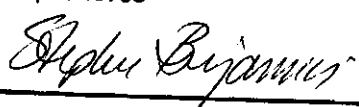
(G.S. 119-56) Dealer must first register.
- C. On or about 9/10/2015, the Standards Division assessed Crestwood Transportation, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Crestwood Transportation, LLC agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/22/2015.
- E. Breach of any conditions in paragraph (a) above by Crestwood Transportation, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Crestwood Transportation, LLC for such payment. Failure by Crestwood Transportation, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Crestwood Transportation, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 23rd day of October 2015.

BY CONSENT:



Crestwood Transportation, LLC
Mr. Jared Sharp
PO Box 490
Waterloo, IN 46793



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

COUNTY OF CATAWBA

IN THE MATTER OF:

CROSS COUNTRY CAMPGROUND, INC.

6254 HWY 150 E.

DENVER, NC 28037

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

DEC 22 2014

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Cross Country Campground, Inc..

- A. On 11/19/2014, the Standards Division conducted inspection #49366 of the propane facility at Cross Country Campground, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Cross Country Campground, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
(G.S. 119) Registered - license current
- C. On or about 11/25/2014, the Standards Division assessed Cross Country Campground, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Cross Country Campground, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/3/2015.
- E. Breach of any conditions in paragraph (a) above by Cross Country Campground, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Cross Country Campground, Inc. for such payment. Failure by Cross Country Campground, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Cross Country Campground, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 4th day of December 2014.

BY CONSENT:

Cross Country Campground, Inc.
Mrs. Donna Day
6254 Hwy 150 E.
Denver, NC 28037



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

mail fine to ↑

NORTH CAROLINA

COUNTY OF CUMBERLAND

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
CRUMPLER'S AUTOMOTIVE, INC.)
7611 CLINTON RD.)
STEDMAN, NC 28391)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Crumpler's Automotive, Inc..

- A. On 4/10/2014, the Standards Division conducted inspection #48503 of the propane facility at Crumpler's Automotive, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Crumpler's Automotive, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

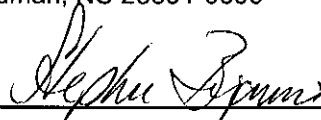
- C. On or about 4/16/2014, the Standards Division assessed Crumpler's Automotive, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Crumpler's Automotive, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2014.
- E. Breach of any conditions in paragraph (a) above by Crumpler's Automotive, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Crumpler's Automotive, Inc. for such payment. Failure by Crumpler's Automotive, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Crumpler's Automotive, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ne 13th day of May 2014.

BY CONSENT:



Crumpler's Automotive, Inc.
Mr Richie Crumpler
PO Box 696
Stedman, NC 28391-0696



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF EDGECOMBE

IN THE MATTER OF:)
JOHNNY WEBB FARMS)
12293 US HWY 258 S.)
MACCLESFIELD, NC 27852)

SETTLEMENT AGREEMENT

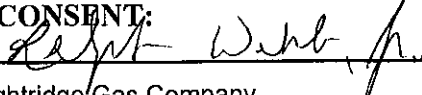
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Daughtridge Gas Company.

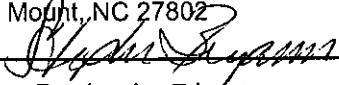
- A. On 12/3/2014, the Standards Division conducted inspection #208395 of the propane facility at Johnny Webb Farms. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Daughtridge Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (4.3.1) Site has proper approval
- C. On or about 12/9/2014, the Standards Division assessed Daughtridge Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Daughtridge Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/16/2015.
- E. Breach of any conditions in paragraph (a) above by Daughtridge Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Daughtridge Gas Company for such payment. Failure by Daughtridge Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Daughtridge Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as is the 17th day of December 2014.

BY CONSENT:



Daughtridge Gas Company
Mr. Ralph Webb
PO Box 593
Rocky Mount, NC 27802



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ALAMANCE

IN THE MATTER OF:)

DE SALES TRADING COMPANY, INC.)

609 TUCKER STREET)

BURLINGTON, NC 27215-5905)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and De Sales Trading Company, Inc..

- A. On 12/3/2014, the Standards Division conducted inspection #49437 of the propane facility at De Sales Trading Company, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/29/2015, the Standards Division conducted inspection #49661 of the propane facility at De Sales Trading Company, Inc.. This inspection revealed both of the items found to be in violation on 12/3/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that De Sales Trading Company, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating

(7.2.2.1 & 4.4) Personnel trained - for safe fueling

- D. On or about 2/4/2015, the Standards Division assessed De Sales Trading Company, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. De Sales Trading Company, Inc. agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2015.
- F. Breach of any conditions in paragraph (a) above by De Sales Trading Company, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to De Sales Trading Company, Inc. for such payment. Failure by De Sales Trading Company, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. De Sales Trading Company, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of March 2015.

BY CONSENT:

De Sales Trading Company, Inc.
Mr. Fred Hill
P O Box 269
Burlington, NC 27216-0269

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Fred Hill
De Sales Trading Company, Inc.
P O Box 269
Burlington, NC 27216-0269

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

DILLON SUPPLY CO.)

223 S. WEST ST.)

RALEIGH, NC 27602)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dillon Supply Co..

- A. On 7/24/2013, the Standards Division conducted inspection #47419 of the propane facility at Dillon Supply Co.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Dillon Supply Co., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license displayed
- C. On or about 7/30/2013, the Standards Division assessed Dillon Supply Co. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Dillon Supply Co. agrees to pay the sum of \$122.51 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/26/2014.
- E. Breach of any conditions in paragraph (a) above by Dillon Supply Co. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Dillon Supply Co. for such payment. Failure by Dillon Supply Co. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Dillon Supply Co. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of January 2014.

BY CONSENT:

Dillon Supply Co.
Mr. Chris Aldridge
PO Box 14535
Raleigh, NC 27602

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Chris Aldridge
Dillon Supply Co.
PO Box 14535
Raleigh, NC 27602

STATE OF NORTH CAROLINA
COUNTY OF NORTHAMPTON

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
DIVERSIFIED ENERGY)
409 B N MAIN ST)
RICH SQUARE, NC 27869)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Diversified Energy.

- A. On 10/30/2013, the Standards Division conducted inspection #47860 of the propane facility at Diversified Energy. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/11/2013, the Standards Division conducted inspection #47992 of the propane facility at Diversified Energy. This inspection revealed the item found to be in violation on 10/30/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Diversified Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.17.2.3, 6.24.3.14) remote control switch
- D. On or about 12/17/2013, the Standards Division assessed Diversified Energy a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Diversified Energy agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/6/2014.
- F. Breach of any conditions in paragraph (a) above by Diversified Energy may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Diversified Energy for such payment. Failure by Diversified Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Diversified Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of February 2014.

BY CONSENT:

Diversified Energy
Mr. Andy Daughtrey
PO Box 618
Rich Square, NC 27869

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Andy Daughtrey
Diversified Energy
PO Box 618
Rich Square, NC 27869

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

1881 SEA AIRE CANAL EAST)

SUPPLY, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Diversified Energy.

- A. On 2/10/2014, the Standards Division conducted inspection #204293 of the propane facility at Residence. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/18/2014, the Standards Division conducted inspection #204421 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 2/10/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Diversified Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.3.8) Separation from openings into buildings
 - (NFPA 58 6.6.2.1 & 6.6.3.1) Firm foundation/contact with soil
 - (NFPA 58 6.6.1.6) Anchored if in flood zone
 - (NFPA 58 6.6.1.4) Paint condition
- D. On or about 3/21/2014, the Standards Division assessed Diversified Energy a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Diversified Energy agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/18/2014.
- F. Breach of any conditions in paragraph (a) above by Diversified Energy may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Diversified Energy for such payment. Failure by Diversified Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Diversified Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 19th day of May 2014.

BY CONSENT:

Diversified Energy
Mr. Doug House
PO Box 430
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Doug House
Diversified Energy
PO Box 430
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DUPLIN

IN THE MATTER OF:)

PRESTIGE FARMS)

835 WALLACE HWY 41)

WALLACE, NC 28444)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Diversified Energy.

A. On 11/3/2014, the Standards Division conducted inspection #208282 of the propane facility at Prestige Farms . This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.

B. As a result of its inspection, the Standards Division alleges that Diversified Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Site has proper approval

C. On or about 11/7/2014, the Standards Division assessed Diversified Energy a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. Diversified Energy agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/10/2014.

E. Breach of any conditions in paragraph (a) above by Diversified Energy may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Diversified Energy for such payment. Failure by Diversified Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. Diversified Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of November 2014.

BY CONSENT:

Diversified Energy
Mr. Tony Johnson
17220 US Hwy 421 S
Dunn, NC 28334

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Tony Johnson
Diversified Energy
17220 US Hwy 421 S
Dunn, NC 28334

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

436 EAST SECOND STREET)

OCEAN ISLE BEACH, NC 28469-7702)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Diversified Energy.

- A. On 12/2/2015, the Standards Division conducted inspection #211899 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 1/8/2016, the Standards Division conducted inspection #211945 of the propane facility at Residence. This inspection revealed the item found to be in violation on 12/2/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/18/2016, the Standards Division conducted inspection #212037 of the propane facility at Residence. This inspection revealed the item found to be in violation on 1/8/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Diversified Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.6) Anchored if in flood zone

- E. On or about 2/19/2016, the Standards Division assessed Diversified Energy a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Diversified Energy agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/6/2017.
- G. Breach of any conditions in paragraph (a) above by Diversified Energy may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Diversified Energy for such payment. Failure by Diversified Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Diversified Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of September 2017.

BY CONSENT:

Diversified Energy
Mr. Doug House
PO Box 430
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Doug House
Diversified Energy
PO Box 430
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

148 FIRST STREET)

OCEAN ISLE BEACH, NC 28469-7602)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Diversified Energy.

- A. On 12/2/2015, the Standards Division conducted inspection #211894 of the propane facility at Residence. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 1/8/2016, the Standards Division conducted inspection #211943 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 12/2/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/18/2016, the Standards Division conducted inspection #212039 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 1/8/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Diversified Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (5.2.2.2 & 5.2.3.1) Cylinder in qualification period
 - (6.6.1.6) Anchored if in flood zone
 - (6.6.1.4) Paint condition
- E. On or about 2/19/2016, the Standards Division assessed Diversified Energy a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Diversified Energy agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/6/2017.
- G. Breach of any conditions in paragraph (a) above by Diversified Energy may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Diversified Energy for such payment. Failure by Diversified Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Diversified Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of September 2017.

BY CONSENT:

Diversified Energy
Mr. Doug House
PO Box 430
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Doug House
Diversified Energy
PO Box 430
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

211 SE 79TH STREET)

OAK ISLAND, NC 28465-4314)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Diversified Energy.

- A. On 1/21/2016, the Standards Division conducted inspection #211959 of the propane facility at Residence. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/2/2016, the Standards Division conducted inspection #212067 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 1/21/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/6/2016, the Standards Division conducted inspection #212156 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 3/2/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Diversified Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (6.6.2.1 & 6.6.3) Firm foundation/contact with soil
 - (6.6.1.4) Paint condition
 - (6.7.2.4) Relief valve cover
- E. On or about 4/7/2016, the Standards Division assessed Diversified Energy a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Diversified Energy agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/6/2017.
- G. Breach of any conditions in paragraph (a) above by Diversified Energy may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Diversified Energy for such payment. Failure by Diversified Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Diversified Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of September 2017.

BY CONSENT:

Diversified Energy
Mr. Doug House
PO Box 430
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Doug House
Diversified Energy
PO Box 430
Shallotte, NC 28459

NORTH CAROLINA

BRUNSWICK

MATTER OF:

DIXIE GAS COMPANY

180 COASTAL DR SE

SOUTHPORT, NC 28461

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dixie Gas Company.

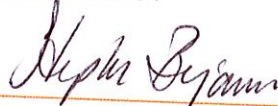
- A. On 10/22/2013, the Standards Division conducted inspection #202896 of the propane facility at Dixie Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Dixie Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:
(NFPA 58 9.7.2.2) Not parked in congested area
- C. On or about 10/25/2013, the Standards Division assessed Dixie Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Dixie Gas Company agrees to pay the sum of \$122.51 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2014.
- E. Breach of any conditions in paragraph (a) above by Dixie Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Dixie Gas Company for such payment. Failure by Dixie Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Dixie Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

of May 2014.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Randy C White", written over a horizontal line.

Dixie Gas Company
Randy C White
4880 Coastal Dr.
Southport, NC 28461

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF LENOIR

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
DOWN EAST FARMS)
4664 MARK N SMITH RD)
DEEP RUN, NC 28525)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

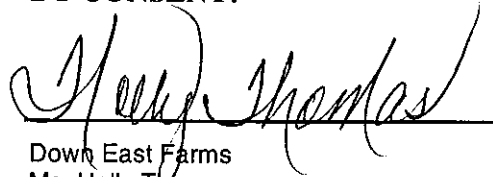
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Down East Farms.

- A. On 1/20/2015, the Standards Division conducted inspection #43398 of the propane facility at Down East Farms. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/3/2015, the Standards Division conducted inspection #43594 of the propane facility at Down East Farms. This inspection revealed the item found to be in violation on 1/20/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Down East Farms, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

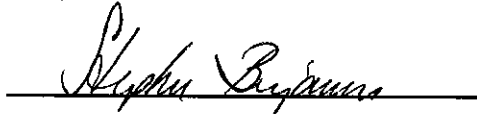
(5.12.2.3 & 6.12.10) ESV has remote actuations & is operational
- D. On or about 3/6/2015, the Standards Division assessed Down East Farms a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Down East Farms agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/13/2015.
- F. Breach of any conditions in paragraph (a) above by Down East Farms may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Down East Farms for such payment. Failure by Down East Farms to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Down East Farms acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

13th day of April 2015.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Holly Thomas", written over a horizontal line.

Down East Farms
Ms. Holly Thomas
4664 Mark N Smith Rd
Deep Run, NC 28525

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MARTIN

IN THE MATTER OF:)
DOMTAR)
PULP MILL RD)
PLYMOUTH, NC 27962)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and D.S. Swain Gas Co., Inc..

- A. On 10/24/2013, the Standards Division conducted inspection #41412 of the propane facility at Domtar. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/4/2013, the Standards Division conducted inspection #41528 of the propane facility at Domtar. This inspection revealed the item found to be in violation on 10/24/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that D.S. Swain Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.11.4/ 6.11.5) Remote shutdown station and sign

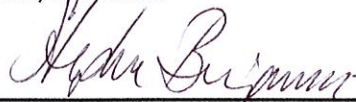
- D. On or about 12/10/2013, the Standards Division assessed D.S. Swain Gas Co., Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. D.S. Swain Gas Co., Inc. agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/18/2014.
- F. Breach of any conditions in paragraph (a) above by D.S. Swain Gas Co., Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to D.S. Swain Gas Co., Inc. for such payment. Failure by D.S. Swain Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. D.S. Swain Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 19th day of May 2014.

BY CONSENT:



D.S. Swain Gas Co., Inc.
Mr. Duard Swain IV
PO Box 309
Plymouth, NC 27962



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF HYDE

IN THE MATTER OF:)

RIVERSIDE CAMPGROUND)

272 RIVERSIDE CAMPGROUND RD)

BELHAVEN, NC 27810)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and D.S. Swain Gas Co., Inc..

- A. On 9/23/2013, the Standards Division conducted inspection #47711 of the propane facility at Riverside Campground. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/10/2013, the Standards Division conducted inspection #47981 of the propane facility at Riverside Campground. This inspection revealed all of the items found to be in violation on 9/23/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/20/2014, the Standards Division conducted inspection #48392 of the propane facility at Riverside Campground. This inspection revealed all of the items found to be in violation on 12/10/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that D.S. Swain Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (7.2.4) condition
 - (6.24.4.2) breakaway for vehicle disp.
 - (6.7.2.4) Relief Valves - covered
- E. On or about 3/26/2014, the Standards Division assessed D.S. Swain Gas Co., Inc. a civil penalty of \$1,700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. D.S. Swain Gas Co., Inc. agrees to pay the sum of \$850.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/18/2014.
- G. Breach of any conditions in paragraph (a) above by D.S. Swain Gas Co., Inc. may render due and payable the entire amount of the \$1,700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to D.S. Swain Gas Co., Inc. for such payment. Failure by D.S. Swain Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. D.S. Swain Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

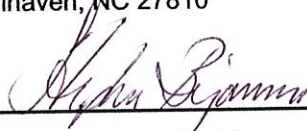
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 19th day of May 2014.

BY CONSENT:



D.S. Swain Gas Co., Inc.
Mr. Duard S. Swain IV
28368 US Hwy 264 E
Belhaven, NC 27810



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WASHINGTON

IN THE MATTER OF:)

SOLID ROCK HOLINESS CHURCH)

322 ADAM ST.)

PLYMOUTH, NC 27962)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and D.S. Swain Gas Co., Inc..

- A. On 10/16/2013, the Standards Division conducted inspection #201641 of the propane facility at Solid Rock Holiness Church. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/2/2013, the Standards Division conducted inspection #204097 of the propane facility at Solid Rock Holiness Church. This inspection revealed both of the items found to be in violation on 10/16/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that D.S. Swain Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 5.2.2.2 & 5.2.3.1) Cylinder in qualification period

(N.C.G.S. § 119.58) Supplier/owner identified

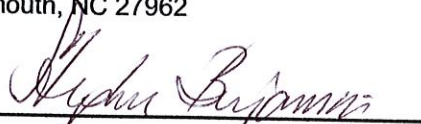
- D. On or about 12/5/2013, the Standards Division assessed D.S. Swain Gas Co., Inc. a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. D.S. Swain Gas Co., Inc. agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/18/2014.
- F. Breach of any conditions in paragraph (a) above by D.S. Swain Gas Co., Inc. may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to D.S. Swain Gas Co., Inc. for such payment. Failure by D.S. Swain Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. D.S. Swain Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 19th day of May 2014.

BY CONSENT:



D.S. Swain Gas Co., Inc.
Mr. Duard Swain IV
PO Box 309
Plymouth, NC 27962



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

CAROLINA

WASHINGTON

OFFICE OF:

D.S. SWAIN GAS CO., INC.

CH HWY 32 S

SMY MOUTH, NC 27962

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and D.S. Swain Gas Co., Inc..

- A. On 3/13/2014, the Standards Division conducted inspection #204411 of the propane facility at D.S. Swain Gas Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that D.S. Swain Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the LP-Gas Code:
 - (9.4.8) Parked with wheel stops
- C. On or about 3/19/2014, the Standards Division assessed D.S. Swain Gas Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the LP-Gas Code.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. D.S. Swain Gas Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/20/2014.
- E. Breach of any conditions in paragraph (a) above by D.S. Swain Gas Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to D.S. Swain Gas Co., Inc. for such payment. Failure by D.S. Swain Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. D.S. Swain Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

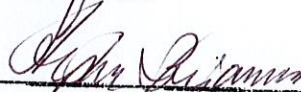
1st day of May 2014.

MAY 10 2014

BY CONSENT:



D.S. Swain Gas Co., Inc.
Mr. Duard Swain IV
PO Box 309
Plymouth, NC 27962



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WASHINGTON

IN THE MATTER OF:)

WASHINGTON COUNTY PUBLIC SAFETY)

207 US HWY 64 WEST)

CRESWELL, NC 27928)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and D.S. Swain Gas Co., Inc..

- A. On 2/17/2014, the Standards Division conducted inspection #204316 of the propane facility at Washington County Public Safety Center Creswell. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/10/2014, the Standards Division conducted inspection #204517 of the propane facility at Washington County Public Safety Center Creswell. This inspection revealed all of the items found to be in violation on 2/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that D.S. Swain Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.6.2.1 & 6.6.3.1) Firm foundation/contact with soil
 - (N.C.G.S. § 119.58) Supplier/owner identified
 - (NFPA 58 6.7.2.4) Relief valve cover
- D. On or about 4/16/2014, the Standards Division assessed D.S. Swain Gas Co., Inc. a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. D.S. Swain Gas Co., Inc. agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/29/2014.
- F. Breach of any conditions in paragraph (a) above by D.S. Swain Gas Co., Inc. may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to D.S. Swain Gas Co., Inc. for such payment. Failure by D.S. Swain Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. D.S. Swain Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of May 2014.

BY CONSENT:

D.S. Swain Gas Co., Inc.
Mr. Duard Swain IV
PO Box 309
Plymouth, NC 27962

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Duard Swain IV
D.S. Swain Gas Co., Inc.
PO Box 309
Plymouth, NC 27962

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GREENE

IN THE MATTER OF:)

PRECISION FARMING INC.)

5133 FOURWAY RD.)

HOOKERTON, NC 28538)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 1/13/2015, the Standards Division conducted inspection #43376 of the propane facility at Precision Farming Inc.. This inspection revealed violations of eleven items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/10/2015, the Standards Division conducted inspection #43626 of the propane facility at Precision Farming Inc.. This inspection revealed all of the items found to be in violation on 1/13/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.27.3) Fire safety analysis

(5.9.3.1 & 6.9.3.5) Proper material, schedule 40 or 80

(6.9.3.10) Supported

(14.2.1) Operating procedures

(14.3.1) Maintenance procedures

(6.25.3.5) Excess Flow valve -pipe at hose

(6.4.4.3) Combustibles not accumulated, stored within 10' from tanks and transfer points

(6.3.1) Stored tanks kept at least 5' from Bulk Tank

(6.27.4.2) Fire extinguisher - 18 lb dry chemical with B:C rating

(6.23.3) NO SMOKING sign on fence around plant

(6.9.3.11) Painted if above ground

(6.25.3.8) Dispenser container liquid withdrawal opening must have internal valve fitted for thermal and remote actuation.

(5.7.4.1(D)) The actuated liquid withdrawal excess-flow valve shall not be connected for continuous use unless it is recommended by the manufacturer for such use.

(4.4) Training appropriate for duties shall be provided and documented.

- D. On or about 3/16/2015, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$4,100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$2,050.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/10/2015.
- F. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$4,100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of August 2015.

BY CONSENT:

Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Eric Gibson
Eastern Carolina Propane
PO Box 2450
Paducah, KY 42002

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

EASTERN CAROLINA PROPANE)

1041 SHEPARD MILL ROAD)

GREENVILLE, NC 27834)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 10/31/2016, the Standards Division conducted inspection #45908 of the propane facility at Eastern Carolina Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Wheel stops are provided and used

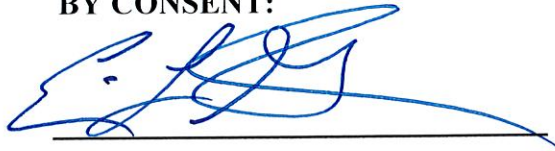
(7.2.1.2) Qualified person shall remain in attendance during transfer, including unobstructed view.

- C. On or about 11/1/2016, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them. This Settlement Agreement shall not be deemed to constitute an admission by Eastern Carolina Propane Gas of fault, liability, or wrongdoing. This Settlement Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/12/2017.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Settlement Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of December 2016.

BY CONSENT:



Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WILSON

IN THE MATTER OF:)
EASTERN CAROLINA PROPANE)
1500 CARGILL AVE S)
WILSON, NC 27893)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 5/4/2017, the Standards Division conducted inspection #46448 of the propane facility at Eastern Carolina Propane. This inspection revealed violations of six items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

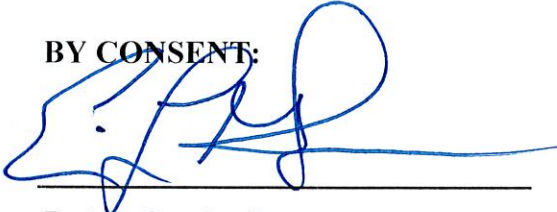
(15.2.1.6) Container ESVs and internal valves closed if unattended

- C. On or about 5/5/2017, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them. This Settlement Agreement shall not be deemed to constitute an admission by Eastern Carolina Propane Gas of fault, liability, or wrongdoing. This Settlement Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/10/2017.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of July 2017.

BY CONSENT:



Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

EASTERN CAROLINA PROPANE)

1041 SHEPARD MILL ROAD)

GREENVILLE, NC 27834)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 6/20/2018, the Standards Division conducted inspection #54483 of the propane facility at Eastern Carolina Propane. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.27.4.2, 6.27.4.1) breakaway, hose length for vehicle disp.
 - (GS 81A-29, NIST 44 1.10 G-UR.4.5) Other meter seal proper & intact
 - (02 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.
- C. On or about 6/25/2018, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/5/2018.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of September 2018.

BY CONSENT:

Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Eric Gibson
Eastern Carolina Propane
PO Box 2450
Paducah, KY 42002

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

EASTERN CAROLINA PROPANE)

1041 SHEPARD MILL ROAD)

GREENVILLE, NC 27834)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 2/10/2014, the Standards Division conducted inspection #204289 of the propane facility at Eastern Carolina Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 9.4.8) Parked with wheel stops

- C. On or about 2/14/2014, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/11/2014.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of March 2014.

BY CONSENT:

Eastern Carolina Propane
Mr. Steve Vanstaalduinen Sr.
PO Box 520
Washington, NC 27889

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Steve Vanstaalduinen Sr.
Eastern Carolina Propane
PO Box 520
Washington, NC 27889

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NASH

IN THE MATTER OF:)
BOB BROWN FARMS)
4682 JOE ELLEN ROAD)
BATTLEBORO, NC 27809-9389)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 10/13/2014, the Standards Division conducted inspection #205652 of the propane facility at Bob Brown Farms. Based on the inspection, the State issued an inspection report alleging a violation of one item specified by the LP-Gas Law or the LP-Gas Code.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Site has proper approval

- C. On or about 10/22/2014, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them. This Settlement Agreement shall not be deemed to constitute an admission by Eastern Carolina Propane Gas of fault, liability, or wrongdoing. This Settlement Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$125.90 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/30/2015.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Settlement Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 31st day of July 2015.

BY CONSENT:

Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Eric Gibson
Eastern Carolina Propane
PO Box 2450
Paducah, KY 42002

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GREENE

IN THE MATTER OF:)
EASTERN CAROLINA PROPANE)
1500 CARGILL AVE S)
WILSON, NC 27893)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 12/3/2014, the Standards Division conducted inspection #208392 of the propane facility at Eastern Carolina Propane. Based on the inspection, the State issued an inspection report alleging a violation of one item specified by the LP-Gas Law or the LP-Gas Code.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 12/9/2014, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them. This Settlement Agreement shall not be deemed to constitute an admission by Eastern Carolina Propane Gas of fault, liability or wrongdoing. This settlement Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$124.20 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/20/2015.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Settlement Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 21st day of August 2015.

BY CONSENT:

Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GREENE

IN THE MATTER OF:)
PRECISION FARMING INC.)
5133 FOURWAY RD.)
HOOKERTON, NC 28538)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 1/13/2015, the Standards Division conducted inspection #208490 of the propane facility at Precision Farming Inc. Based on the inspection, the State issued an inspection report alleging a violation of one item specified by the LP-Gas Law or the LP-Gas Code.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Site has proper approval

- C. On or about 1/16/2015, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them. This Settlement Agreement shall not be deemed to constitute an admission by Eastern Carolina Propane Gas of fault, liability, or wrongdoing. This Settlement Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/10/2015.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Settlement Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of August 2015.

BY CONSENT:

Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)
EASTERN CAROLINA PROPANE)
1041 SHEPARD MILL ROAD)
GREENVILLE, NC 27834)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastern Carolina Propane.

- A. On 6/20/2018, the Standards Division conducted inspection #575811 of the propane delivery vehicle assigned to Eastern Carolina Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Eastern Carolina Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

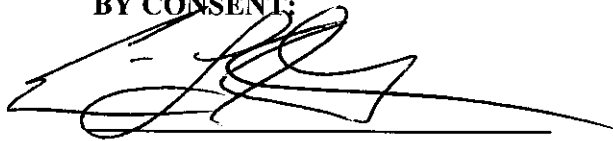
(GS 81A-29, NIST 44 1.10 G-UR.4.5) Seal Condition – other seal

- C. On or about 6/25/2018, the Standards Division assessed Eastern Carolina Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them. This Settlement Agreement Shall not be deemed to constitute an admission by Eastern Carolina Propane Gas of fault, liability or wrongdoing. This Settlement Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastern Carolina Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/5/2018.
- E. Breach of any conditions in paragraph (a) above by Eastern Carolina Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastern Carolina Propane for such payment. Failure by Eastern Carolina Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Eastern Carolina Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of September 2018.

BY CONSENT:

A handwritten signature in black ink, appearing to be "Eric Gibson", written over a horizontal line.

Eastern Carolina Propane
Mr. Eric Gibson
PO Box 2450
Paducah, KY 42002

A handwritten signature in black ink, appearing to be "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

IN THE MATTER OF:)

EASTRANS INC.)

13588 NC HIGHWAY 55)

BAYBORO, NC 28515)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

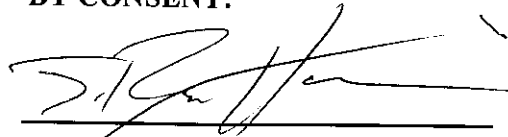
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Eastrans Inc..

- A. On 9/26/2017, the Standards Division conducted inspection #216535 of the propane facility at Eastrans Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Eastrans Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 10/3/2017, the Standards Division assessed Eastrans Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Eastrans Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/8/2017.
- E. Breach of any conditions in paragraph (a) above by Eastrans Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Eastrans Inc. for such payment. Failure by Eastrans Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Eastrans Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 8th day of November 2017.

BY CONSENT:

A handwritten signature in black ink, appearing to read 'Ryan Hardison', is written over a horizontal line.

Eastrans Inc.
Mr. Ryan Hardison
PO Box 546
Bayboro, NC 28515

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PAMLICO

IN THE MATTER OF:)

EASTRANS INC.)

13588 NC HIGHWAY 55)

BAYBORO, NC 28515)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Easttrans Inc..

- A. On 9/26/2017, the Standards Division conducted inspection #216536 of the propane facility at Easttrans Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Easttrans Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119-56) LP-Gas Dealer License required for transporting propane.

- C. On or about 10/3/2017, the Standards Division assessed Easttrans Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Easttrans Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/8/2017.
- E. Breach of any conditions in paragraph (a) above by Easttrans Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Easttrans Inc. for such payment. Failure by Easttrans Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Easttrans Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 8th day of November 2017.

BY CONSENT:

Eastrans Inc.
Mr. Ryan Hardison
PO Box 546
Bayboro, NC 28515

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Ryan Hardison
Eastrans Inc.
PO Box 546
Bayboro, NC 28515

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

1000 LIGHTHOUSE RD.)

OAKBORO, NC 28129)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 8/21/2013, the Standards Division conducted inspection #41090 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/5/2013, the Standards Division conducted inspection #41534 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 8/21/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.7.7) Tanks stored outside fenced area must have openings plugged or capped

- D. On or about 12/11/2013, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/26/2014.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of February 2014.

BY CONSENT:

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd
Albemarle, NC 28001

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Furr
Efird-Quality Gas Company
32139 Canton Rd
Albemarle, NC 28001

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

32139 CANTON RD.)

ALBEMARLE, NC 28001)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 8/21/2013, the Standards Division conducted inspection #41089 of the propane facility at Efird-Quality Gas Company. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/5/2013, the Standards Division conducted inspection #41535 of the propane facility at Efird-Quality Gas Company. This inspection revealed all of the items found to be in violation on 8/21/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.12.2) Piping & valves on pump pressure -350 PSI min
 - (5.7.4.4) Pressure Gauge
 - (5.7.7) Tanks stored outside fenced area must have openings plugged or capped
- D. On or about 12/11/2013, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/26/2014.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of February 2014.

BY CONSENT:

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Furr
Efird-Quality Gas Company
32139 Canton Rd.
Albemarle, NC 28001

STATE OF NORTH CAROLINA

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

MATTON GROVE CHURCH RD.)

RICHFIELD, NC 28137)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 8/21/2013, the Standards Division conducted inspection #41088 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/8/2014, the Standards Division conducted inspection #41591 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 8/21/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

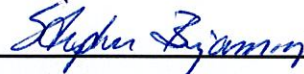
(6.14.1 (piping)) Leak free

- D. On or about 1/14/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/29/2014.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of February 2014.

BY CONSENT:

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

32139 CANTON RD.)

ALBEMARLE, NC 28001)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 8/21/2013, the Standards Division conducted inspection #41089 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/5/2013, the Standards Division conducted inspection #41535 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 8/21/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/1/2014, the Standards Division conducted inspection #41959 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 12/5/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.12.2) Piping & valves on pump pressure -350 PSI min

- E. On or about 4/4/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/4/2014.
- G. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

Michael Furr
Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd
Albemarle, NC 28001

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

IN THE MATTER OF)

LAY OF THE LAND)

3901 NC HWY 73 E.)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

32139 CANTON RD.)

ALBEMARLE, NC 28001)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 10/15/2014, the Standards Division conducted inspection #43025 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/8/2015, the Standards Division conducted inspection #43354 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 10/15/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.9.6.4) Hoses 350 PSI-labeled, good condition

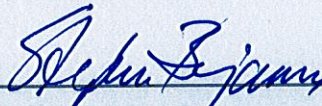
- D. On or about 1/14/2015, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/1/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of July 2015.

BY CONSENT:

A handwritten signature in blue ink, appearing to read "Michael Furr", is written over a horizontal line.

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", is written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

10000 LIGHTHOUSE RD.)

OAKBORO, NC 28129)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 10/15/2014, the Standards Division conducted inspection #43024 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/8/2015, the Standards Division conducted inspection #43355 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 10/15/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) Leak free

- D. On or about 1/14/2015, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/1/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of July 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

10000 LIGHTHOUSE RD.)

OAKBORO, NC 28129)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 12/7/2015, the Standards Division conducted inspection #44860 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 2/25/2016, the Standards Division conducted inspection #45095 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 12/7/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/28/2016, the Standards Division conducted inspection #45294 of the propane facility at Efird-Quality Gas Company. This inspection revealed the item found to be in violation on 2/25/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.12.2.3 & 6.12.10) ESV has remote actuations & is operational


- E. On or about 4/29/2016, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/22/2016.
- G. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of June 2016.

BY CONSENT:

A handwritten signature in cursive script, reading "Michael B. Furr".

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd
Albemarle, NC 28001

A handwritten signature in cursive script, reading "Stephen Benjamin".

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

EFIRD-QUALITY GAS COMPANY)

1505 N. MAIN ST.)

OAKBORO, NC 28129)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 4/1/2014, the Standards Division conducted inspection #48471 of the propane facility at Efird-Quality Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/26/2014, the Standards Division conducted inspection #48826 of the propane facility at Efird-Quality Gas Company. This inspection revealed all of the item found to be in violation on 4/1/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

See remarks.

- D. On or about 7/2/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/29/2014.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of July 2014.

will pay with
Card

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Michael Furr", written over a horizontal line.

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CABARRUS

IN THE MATTER OF:)
MCDONALD SUPPLY CO.)
4575 NC HWY 49 N.)
CONCORD, NC 28025)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 5/13/2014, the Standards Division conducted inspection #48662 of the propane facility at McDonald Supply Co.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/30/2014, the Standards Division conducted inspection #48957 of the propane facility at McDonald Supply Co.. This inspection revealed the item found to be in violation on 5/13/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

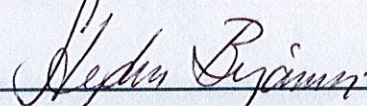
- D. On or about 8/5/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

FIBERON)

44017 US HWY 52 NORTH)

NEW LONDON, NC 28127)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

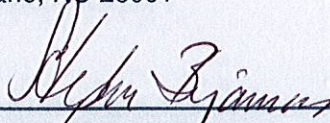
- A. On 9/11/2014, the Standards Division conducted inspection #49121 of the propane facility at Fiberon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2014, the Standards Division conducted inspection #49329 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 9/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.19.4.2, 6.25.3.7) Security - dispensing point protected by 6' industrial fence or cabinet locked when unattended
- D. On or about 11/12/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

COUNTY OF STANLY

IN THE MATTER OF:)

STRUCTURAL BUILDING COMPONENTS)

36689 TRUSS LANE)

ALBEMARLE, NC 28001)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)


G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

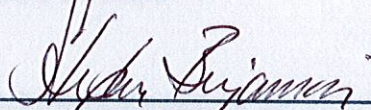
- A. On 9/11/2014, the Standards Division conducted inspection #49118 of the propane facility at Structural Building Components. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/11/2014, the Standards Division conducted inspection #49479 of the propane facility at Structural Building Components. This inspection revealed both of the items found to be in violation on 9/11/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.19.4.2, 6.25.3.7) Security - dispensing point protected by 6' industrial fence or cabinet locked when unattended
 - (6.14.1) leak free
- D. On or about 12/17/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2015.

BY CONSENT:

A handwritten signature in blue ink, appearing to read "Michael Furr", is written over a horizontal line.

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", is written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF STANLY

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)

B.B. OIL INC)

128 HWY 49 N)

RICHFIELD, NC 28137)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

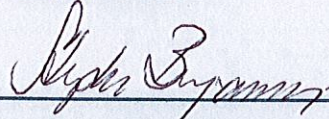
- A. On 9/11/2014, the Standards Division conducted inspection #49126 of the propane facility at B.B. Oil Inc. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/11/2014, the Standards Division conducted inspection #49481 of the propane facility at B.B. Oil Inc. This inspection revealed both of the items found to be in violation on 9/11/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.9.3.1) proper materials
 - (6.9.3.10 & 6.6.1.2) supported, protected and painted
- D. On or about 12/17/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2015.

BY CONSENT:

A handwritten signature in blue ink, appearing to read "Michael B. Furr", written over a horizontal line.

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

LOCUST FARM & GARDEN)

618 WEST MAIN ST.)

LOCUST, NC 28097)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 2/25/2016, the Standards Division conducted inspection #51303 of the propane facility at Locust Farm & Garden. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/28/2016, the Standards Division conducted inspection #51634 of the propane facility at Locust Farm & Garden. This inspection revealed the item found to be in violation on 2/25/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 8/11/2016, the Standards Division conducted inspection #52068 of the propane facility at Locust Farm & Garden. This inspection revealed the item found to be in violation on 4/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.18.2.3 & 6.25.3.17) remote control switch

- E. On or about 8/12/2016, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$129.36 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/29/2017.
- G. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of August 2017.

BY CONSENT:

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Furr
Efird-Quality Gas Company
32139 Canton Rd.
Albemarle, NC 28001

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)
COTTONVILLE AME ZION CHURCH)
4814 PLANK ROAD)
NORWOOD, NC 28128)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 9/23/2013, the Standards Division conducted inspection #201185 of the propane facility at Cottonville AME Zion Church. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2013, the Standards Division conducted inspection #203996 of the propane facility at Cottonville AME Zion Church. This inspection revealed the item found to be in violation on 9/23/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.4) Paint condition

- D. On or about 11/8/2013, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/26/2014.

b. Efird-Quality Gas Company agrees to complete repairs to this facility by the approved extension deadline of 5/15/14.

- F. Breach of any conditions in paragraph (a) or (b) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of February 2014.

BY CONSENT:

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd
Albemarle, NC 28001

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Furr
Efird-Quality Gas Company
32139 Canton Rd
Albemarle, NC 28001

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

FIBERON)

44017 US HWY 52 NORTH)

NEW LONDON, NC 28127)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 9/11/2014, the Standards Division conducted inspection #205260 of the propane facility at Fiberon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2014, the Standards Division conducted inspection #208295 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 9/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

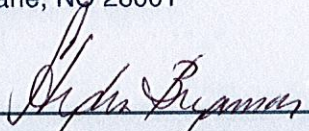
- D. On or about 11/12/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

FIBERON)

44017 US HWY 52 NORTH)

NEW LONDON, NC 28127)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

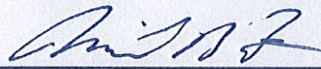
- A. On 9/11/2014, the Standards Division conducted inspection #205261 of the propane facility at Fiberon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2014, the Standards Division conducted inspection #208296 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 9/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.2.1 & 6.6.3) Firm foundation/contact with soil

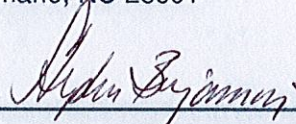
- D. On or about 11/12/2014, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2015.
- F. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

FIBERON)

44017 US HWY 52 NORTH)

NEW LONDON, NC 28127)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 9/11/2014, the Standards Division conducted inspection #205260 of the propane facility at Fiberon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2014, the Standards Division conducted inspection #208295 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 9/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/4/2015, the Standards Division conducted inspection #208576 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 11/5/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

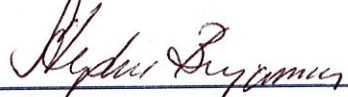
- E. On or about 2/10/2015, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/4/2015.
- G. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of March 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

FIBERON)

44017 US HWY 52 NORTH)

NEW LONDON, NC 28127)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

- A. On 9/11/2014, the Standards Division conducted inspection #205261 of the propane facility at Fiberon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2014, the Standards Division conducted inspection #208296 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 9/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/4/2015, the Standards Division conducted inspection #208578 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 11/5/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.2.1 & 6.6.3) Firm foundation/contact with soil

- E. On or about 2/10/2015, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/4/2015.
- G. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of March 2015.

BY CONSENT:

Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Furr
Efird-Quality Gas Company
32139 Canton Rd.
Albemarle, NC 28001

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

FIBERON)

44017 US HWY 52 NORTH)

NEW LONDON, NC 28127)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Efird-Quality Gas Company.

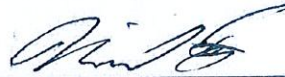
- A. On 9/11/2014, the Standards Division conducted inspection #205261 of the propane facility at Fiberon. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/5/2014, the Standards Division conducted inspection #208296 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 9/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/4/2015, the Standards Division conducted inspection #208578 of the propane facility at Fiberon. This inspection revealed the item found to be in violation on 11/5/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Efird-Quality Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.2.1 & 6.6.3) Firm foundation/contact with soil

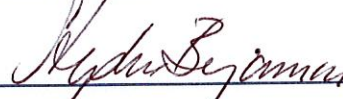
- E. On or about 2/10/2015, the Standards Division assessed Efird-Quality Gas Company a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Efird-Quality Gas Company agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/4/2015.
- G. Breach of any conditions in paragraph (a) above by Efird-Quality Gas Company may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Efird-Quality Gas Company for such payment. Failure by Efird-Quality Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Efird-Quality Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of March 2015.

BY CONSENT:



Efird-Quality Gas Company
Mr. Michael Furr
32139 Canton Rd.
Albemarle, NC 28001



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CARTERET

IN THE MATTER OF:)

ELLIS RESIDENCE)

110 SANDPIPER CT.)

ATLANTIC BEACH, NC 28512)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ellis Residence.

- A. On 4/21/2015, the Standards Division conducted inspection #208864 of the propane facility at Ellis Residence. This inspection revealed violations of six items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 6/30/2015, the Standards Division conducted inspection #209180 of the propane facility at Ellis Residence. This inspection revealed all of the items found to be in violation on 4/21/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Ellis Residence, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.8.2 & 5.2.8.3) Data plate, cylinder marking
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (6.6.2.1 & 6.6.3) Firm foundation/contact with soil
 - (5.2.2.2 & 5.2.3.1) Cylinder in qualification period
 - (G.S. 119.58) Supplier identified
 - (6.6.1.4) Paint condition
- D. On or about 7/6/2015, the Standards Division assessed Ellis Residence a civil penalty of \$1,400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ellis Residence agrees to pay the sum of \$700.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/20/2015.
- F. Breach of any conditions in paragraph (a) above by Ellis Residence may render due and payable the entire amount of the \$1,400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ellis Residence for such payment. Failure by Ellis Residence to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Ellis Residence acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 20th day of November 2015.

BY CONSENT:

Ellis Residence
Mr. Nicholas Ellis
102 Solitude Way
Cary, NC 27518

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Nicholas Ellis
Ellis Residence
102 Solitude Way
Cary, NC 27518

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
ENERGYUNITED PROPANE, LLC)
18709 STATESVILLE RD.)
CORNELIUS, NC 28031)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and EnergyUnited Propane, LLC.

- A. On 4/30/2014, the Standards Division conducted inspection #42151 of the propane facility at EnergyUnited Propane, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/10/2014, the Standards Division conducted inspection #42324 of the propane facility at EnergyUnited Propane, LLC. This inspection revealed the item found to be in violation on 4/30/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that EnergyUnited Propane, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) Leak free

- D. On or about 6/13/2014, the Standards Division assessed EnergyUnited Propane, LLC a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. EnergyUnited Propane, LLC agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/21/2014.
- F. Breach of any conditions in paragraph (a) above by EnergyUnited Propane, LLC may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to EnergyUnited Propane, LLC for such payment. Failure by EnergyUnited Propane, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. EnergyUnited Propane, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of July 2014.

BY CONSENT:

EnergyUnited Propane, LLC
Mr. Nelson Galan
18709 Statesville Rd.
Cornelius, NC 28031

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Nelson Galan
EnergyUnited Propane, LLC
18709 Statesville Rd.
Cornelius, NC 28031

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CAMDEN

IN THE MATTER OF:)

ENERGYUNITED PROPANE, LLC)

121 GUMBERRY RD.)

CAMDEN, NC 27921)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and EnergyUnited Propane, LLC.

- A. On 11/29/2017, the Standards Division conducted inspection #47135 of the propane facility at EnergyUnited Propane, LLC. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that EnergyUnited Propane, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Wheel stops are provided and used
 - (15.2.1) Operating procedures
- C. On or about 11/30/2017, the Standards Division assessed EnergyUnited Propane, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. EnergyUnited Propane, LLC agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/11/2018.
- E. Breach of any conditions in paragraph (a) above by EnergyUnited Propane, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to EnergyUnited Propane, LLC for such payment. Failure by EnergyUnited Propane, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. EnergyUnited Propane, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of January 2018.

BY CONSENT:

EnergyUnited Propane, LLC
Mr. Darrin Shaffer
1900 Odell Owen Rd
Lexington, NC 27295

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Darrin Shaffer
EnergyUnited Propane, LLC
1900 Odell Owen Rd
Lexington, NC 27295

JUL 27 2015

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)
DAVIS FEED AND SUPPLY)
6868 DAVIS COUNTRY RD)
RANDLEMAN, NC 27317)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and EnergyUnited Propane, LLC.

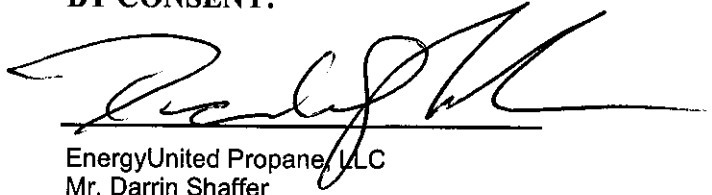
- A. On 12/31/2014, the Standards Division conducted inspection #49536 of the propane facility at Davis Feed and Supply. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/18/2015, the Standards Division conducted inspection #50150 of the propane facility at Davis Feed and Supply. This inspection revealed the item found to be in violation on 12/31/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that EnergyUnited Propane, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.18.2.3 & 6.25.3.17) remote control switch

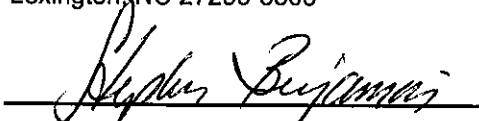
- D. On or about 5/21/2015, the Standards Division assessed EnergyUnited Propane, LLC a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. EnergyUnited Propane, LLC agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/12/2015.
- F. Breach of any conditions in paragraph (a) above by EnergyUnited Propane, LLC may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to EnergyUnited Propane, LLC for such payment. Failure by EnergyUnited Propane, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. EnergyUnited Propane, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 13th day of July 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Darrin Shaffer", written over a horizontal line.

EnergyUnited Propane, LLC
Mr. Darrin Shaffer
1900 Odell Owen Rd
Lexington, NC 27295-8365

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CATAWBA

IN THE MATTER OF:)

COOKE RENTALS, INC.)

5743 NC HWY 150)

DENVER, NC 28037)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and EnergyUnited Propane, LLC.

- A. On 4/7/2016, the Standards Division conducted inspection #51532 of the propane facility at Cooke Rentals, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 5/12/2016, the Standards Division conducted inspection #51683 of the propane facility at Cooke Rentals, Inc.. This inspection revealed the item found to be in violation on 4/7/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/23/2016, the Standards Division conducted inspection #51852 of the propane facility at Cooke Rentals, Inc.. This inspection revealed the item found to be in violation on 5/12/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that EnergyUnited Propane, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- E. On or about 6/30/2016, the Standards Division assessed EnergyUnited Propane, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. EnergyUnited Propane, LLC agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/31/2016.
- G. Breach of any conditions in paragraph (a) above by EnergyUnited Propane, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to EnergyUnited Propane, LLC for such payment. Failure by EnergyUnited Propane, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. EnergyUnited Propane, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of July 2016.

BY CONSENT:

EnergyUnited Propane, LLC
Mr. Darrin Shaffer
1900 Odell Owen Rd
Lexington, NC 27295

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Darrin Shaffer
EnergyUnited Propane, LLC
1900 Odell Owen Rd
Lexington, NC 27295

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CAMDEN

IN THE MATTER OF:)

J & E OASIS)

202 MAIN ST)

SOUTH MILLS, NC 27976)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and EnergyUnited Propane, LLC.

- A. On 6/21/2018, the Standards Division conducted inspection #54478 of the propane facility at J & E Oasis. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that EnergyUnited Propane, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(GS 81A-29, NIST 44 1.10 G-UR.4.5) NCDA&CS meter seal proper & intact

- C. On or about 6/25/2018, the Standards Division assessed EnergyUnited Propane, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. EnergyUnited Propane, LLC agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/14/2018.
- E. Breach of any conditions in paragraph (a) above by EnergyUnited Propane, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to EnergyUnited Propane, LLC for such payment. Failure by EnergyUnited Propane, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. EnergyUnited Propane, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 15th day of October 2018.

BY CONSENT:

EnergyUnited Propane, LLC
Mr. Darrin Shaffer
1900 Odell Owen Rd
Lexington, NC 27295

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Darrin Shaffer
EnergyUnited Propane, LLC
1900 Odell Owen Rd
Lexington, NC 27295

21- ~~7550~~
7100
Jeph-Lee

STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
ENERGY UNITED PROPANE
4626 NC HWY 704
MADISON, NC 27025

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
G.S. §119-58 (a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Energy United Propane.

- A. On April 4, 2012, the Standards Division conducted an inspection of the facility of Energy United Propane in Madison, NC. This inspection revealed violations of six items specified by the LP-Gas Law or the LP-Gas Code. A copy of the inspection was provided previously.
- B. On June 5, 2012, the Standards Division conducted an inspection of the propane facility at Energy United Propane. This inspection revealed that one of the six items found to be in violation on April 4, 2012 are still in violation of the LP-Gas Law or the LP-Gas Code. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Energy United Propane, either by act or omission violated the following provision of the LP-Gas Law:

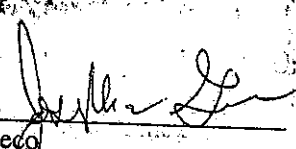
LP-Gas Code section 6.25.3 - fire safety analysis

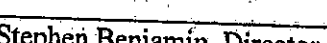
- D. On or about June 7, 2012, the Standards Division assessed Energy United Propane a civil penalty of \$450 for these violations of the LP-Gas Law or the LP-Gas Code.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Energy United Propane agrees to pay the sum of \$100 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by July 20, 2012.

- F. Breach of any conditions in paragraph (a) above by Energy United Propane shall render due and payable the entire amount of the \$450 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Energy United Propane for such payment. Failure by Energy United Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Energy United Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 3rd day of July, 2012.

BY CONSENT:


Joe Greco
Energy United Propane
4626 NC Hwy 704
Madison, NC 27025


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NC DACS

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROCKINGHAM

IN THE MATTER OF:)

ENERGYUNITED PROPANE, LLC)

4626 NC HWY 704)

MADISON, NC 27025)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and EnergyUnited Propane, LLC.

- A. On 9/29/2014, the Standards Division conducted inspection #205619 of the propane facility at EnergyUnited Propane, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/27/2015, the Standards Division conducted inspection #208542 of the propane facility at EnergyUnited Propane, LLC. This inspection revealed the item found to be in violation on 9/29/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that EnergyUnited Propane, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.4) Training documentation complete

- D. On or about 1/30/2015, the Standards Division assessed EnergyUnited Propane, LLC a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. EnergyUnited Propane, LLC agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/25/2015.
- F. Breach of any conditions in paragraph (a) above by EnergyUnited Propane, LLC may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to EnergyUnited Propane, LLC for such payment. Failure by EnergyUnited Propane, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. EnergyUnited Propane, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 23rd day of February 2015.

BY CONSENT:

EnergyUnited Propane, LLC
Mr. Darrin Shaffer
1900 Odell Owen Rd
Lexington, NC 27295

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Darrin Shaffer
EnergyUnited Propane, LLC
1900 Odell Owen Rd
Lexington, NC 27295

NORTH CAROLINA

COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:

LEWIS LIBRARY

1001 WILSON STREET

CHADBOURN, NC 28431

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

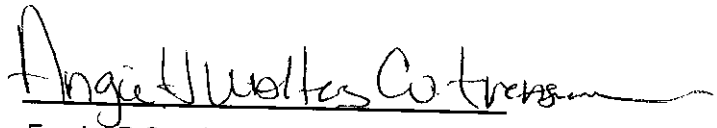
- A. On 4/3/2014, the Standards Division conducted inspection #204495 of the propane facility at Lewis Library. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/14/2014, the Standards Division conducted inspection #204615 of the propane facility at Lewis Library. This inspection revealed the item found to be in violation on 4/3/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3.4) Separation from source of ignition

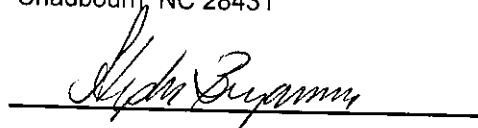
- D. On or about 5/20/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ay of December 2014.

BY CONSENT:



Enroh LP Gas Company
Ms. Deborah Horne McKeithan
638 N. Brown St.
Chadbourn, NC 28431



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)
RESIDENCE)
MAIN STREET BEHIND FOWLERS)
CHADBOURN, NC 28431)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

- A. On 4/3/2014, the Standards Division conducted inspection #204494 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 5/14/2014, the Standards Division conducted inspection #204616 of the propane facility at Residence. This inspection revealed the item found to be in violation on 4/3/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3.4) Separation from source of ignition

- D. On or about 5/20/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$196.25 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/20/2016.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

Stephen Benjamin
12/29/15

NO Signature.

NORTH CAROLINA

OF COLUMBUS

MATTER OF:

RESIDENCE

120 WEST SECOND STREET

CHADBOURN, NC 28431

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

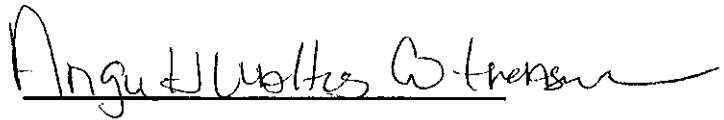
- A. On 4/3/2014, the Standards Division conducted inspection #204498 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/19/2014, the Standards Division conducted inspection #204771 of the propane facility at Residence. This inspection revealed the item found to be in violation on 4/3/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.2.1 & 6.6.3) Firm foundation/contact with soil

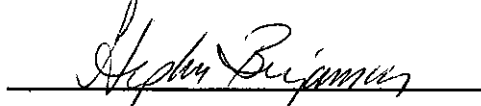
- D. On or about 5/22/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

day of December 2014.

BY CONSENT:



Enroh LP Gas Company
Ms. Deborah Horne McKeithan
638 N. Brown St.
Chadbourn, NC 28431



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

CAROLINA

COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:)
DENCE)
16 SOUTH ELM STREET)
CHADBOURN, NC 28431)

SETTLEMENT AGREEMENT

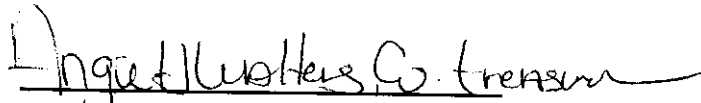
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

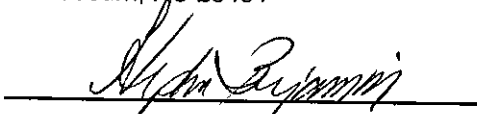
- A. On 4/3/2014, the Standards Division conducted inspection #204492 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/19/2014, the Standards Division conducted inspection #204775 of the propane facility at Residence. This inspection revealed the item found to be in violation on 4/3/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.3.4) Separation from source of ignition
- D. On or about 5/22/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

y of December 2014.

BY CONSENT:



Enroh LP Gas Company
Ms. Deborah Horne McKeithan
638 N. Brown St.
Chadbourn, NC 28431



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

CAROLINA

COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

ATTOR OF:

ENCE

EAST SECOND STREET

CHADBOURN, NC 28431

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

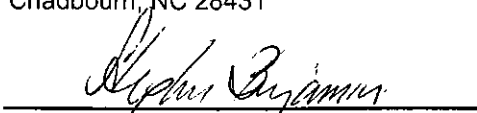
- A. On 4/11/2014, the Standards Division conducted inspection #204526 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/19/2014, the Standards Division conducted inspection #204776 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 4/11/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.3) Separation from building/property lines
 - (6.6.2.1 & 6.6.3) Firm foundation/contact with soil
- D. On or about 5/22/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$367.53 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

of December 2014.

BY CONSENT:

Handwritten signature of Angela Webster in cursive script, written over a horizontal line.

Enroh LP Gas Company
Ms. Deborah Horne McKeithan
638 N. Brown St.
Chadbourn, NC 28431

Handwritten signature of Stephen Benjamin in cursive script, written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:)

ENCE)

BLANCHE STREET)

CHADBOURN, NC 28431)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

- A. On 4/11/2014, the Standards Division conducted inspection #204523 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/19/2014, the Standards Division conducted inspection #204779 of the propane facility at Residence. This inspection revealed the item found to be in violation on 4/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3) Separation from building/property lines

- D. On or about 5/22/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

of December 2014.

BY CONSENT:

Angela W. Hester

Enroh LP Gas Company
Ms. Deborah Horne McKeithan
638 N. Brown St.
Chadbourn, NC 28431

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA
COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:)
ENFORCE)
NORTH ELM STREET)
CHADBOURN, NC 28431)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Enroh LP Gas Company.

- A. On 4/11/2014, the Standards Division conducted inspection #204525 of the propane facility at Residence. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/19/2014, the Standards Division conducted inspection #204780 of the propane facility at Residence. This inspection revealed the item found to be in violation on 4/11/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Enroh LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3) Separation from building/property lines

- D. On or about 5/22/2014, the Standards Division assessed Enroh LP Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Enroh LP Gas Company agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- F. Breach of any conditions in paragraph (a) above by Enroh LP Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Enroh LP Gas Company for such payment. Failure by Enroh LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Enroh LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

of December 2014.

BY CONSENT:

Angela H. Leathers C. Transue

Enroh LP Gas Company
Ms. Deborah Horne McKeithan
638 N. Brown St.
Chadbourn, NC 28431

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF SURRY

IN THE MATTER OF:)

SURRY COMMUNITY COLLEGE)

630 S MAIN STREET)

DOBSON, NC 27017)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ferrellgas.

- A. On 3/20/2013, the Standards Division conducted inspection #40281 of the propane facility at Surry Community College. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/15/2013, the Standards Division conducted inspection #40556 of the propane facility at Surry Community College. This inspection revealed the item found to be in violation on 3/20/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 9/12/2013, the Standards Division conducted inspection #41209 of the propane facility at Surry Community College. This inspection revealed the item found to be in violation on 5/15/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Ferrellgas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint

- E. On or about 9/18/2013, the Standards Division assessed Ferrellgas a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ferrellgas agrees to pay the sum of \$367.53 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/4/2014.
- G. Breach of any conditions in paragraph (a) above by Ferrellgas may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ferrellgas for such payment. Failure by Ferrellgas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Ferrellgas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of March 2014.

BY CONSENT:

Ferrellgas
Mr. John Brown
301 Wilkesboro Ave.
North Wilkesboro, NC 28659

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. John Brown
Ferrellgas
301 Wilkesboro Ave.
North Wilkesboro, NC 28659

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIDSON

IN THE MATTER OF:)

JOHNSON CONCRETE COMPANY -)

514 BURGIN DRIVE)

LEXINGTON, NC 27292-2740)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ferrellgas.

- A. On 6/28/2016, the Standards Division conducted inspection #51856 of the propane facility at Johnson Concrete Company - Lexington Div. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/9/2016, the Standards Division conducted inspection #52457 of the propane facility at Johnson Concrete Company - Lexington Div. This inspection revealed the item found to be in violation on 6/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/13/2016, the Standards Division conducted inspection #52597 of the propane facility at Johnson Concrete Company - Lexington Div. This inspection revealed the item found to be in violation on 11/9/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Ferrellgas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.18.2.3 & 6.25.3.17) remote control switch

- E. On or about 12/14/2016, the Standards Division assessed Ferrellgas a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ferrellgas agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2017.
- G. Breach of any conditions in paragraph (a) above by Ferrellgas may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ferrellgas for such payment. Failure by Ferrellgas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Ferrellgas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of March 2017.

BY CONSENT:

Ferrellgas
Mr Michale Swisher
301 Wilkesboro Ave.
North Wilkesboro, NC 28659

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr Michale Swisher
Ferrellgas
301 Wilkesboro Ave.
North Wilkesboro, NC 28659

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF TYRRELL

IN THE MATTER OF:)

MOTHER'S HELPER)

285 ELVIN DR.)

COLUMBIA, NC 27925)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ferrellgas.

- A. On 11/5/2013, the Standards Division conducted inspection #203995 of the propane facility at Mother's Helper. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/10/2013, the Standards Division conducted inspection #204125 of the propane facility at Mother's Helper. This inspection revealed the item found to be in violation on 11/5/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Ferrellgas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.2.1 & 6.6.3.1) Firm foundation/contact with soil

- D. On or about 12/13/2013, the Standards Division assessed Ferrellgas a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ferrellgas agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/20/2014.
- F. Breach of any conditions in paragraph (a) above by Ferrellgas may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ferrellgas for such payment. Failure by Ferrellgas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Ferrellgas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of February 2014.

BY CONSENT:

Ferrellgas
Mr. Jesse Joseph
505 Cardwell St.
Elizabeth City, NC 27909

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jesse Joseph
Ferrellgas
505 Cardwell St.
Elizabeth City, NC 27909

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

FERRELLGAS)

6111 CORPORATE RIDGE RD.)

RALEIGH, NC 27607)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ferrellgas.

A. On 10/30/2018, the Standards Division conducted inspection #222068 of the propane facility at Ferrellgas. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.

B. As a result of its inspection, the Standards Division alleges that Ferrellgas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

(5.2.2.3, 7.2.2.8) Cylinders shall not be refilled if out of qualification date.

(7.2.2.8) Cylinders shall be filled only after determination that they comply with code provisions.

(5.9.7.2) Fill valves shall be capped.

C. On or about 11/6/2018, the Standards Division assessed Ferrellgas a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. Ferrellgas agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/5/2019.

E. Breach of any conditions in paragraph (a) above by Ferrellgas may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ferrellgas for such payment. Failure by Ferrellgas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. Ferrellgas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of December 2018.

BY CONSENT:

A handwritten signature in cursive script, reading "Robert Barrett", is written over a horizontal line.

Ferrellgas
Mr. Robert Barrett
6111 Corporate Ridge Rd.
Raleigh, NC 27607

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

IN THE MATTER OF:)

FLOYD'S GROCERY)

6307 PRINCESS ANN RD.)

EVERGREEN, NC 28438)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Floyd's Grocery.

- A. On 8/3/2016, the Standards Division conducted inspection #52017 of the propane facility at Floyd's Grocery. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/6/2016, the Standards Division conducted inspection #52200 of the propane facility at Floyd's Grocery. This inspection revealed the item found to be in violation on 8/3/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 10/17/2016, the Standards Division conducted inspection #52363 of the propane facility at Floyd's Grocery. This inspection revealed the item found to be in violation on 9/6/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Floyd's Grocery, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

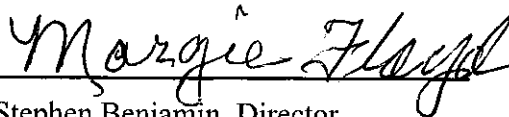
(6.7.2.4 & 6.7.2.3) Relief Valves - covered and directed upward

- E. On or about 10/18/2016, the Standards Division assessed Floyd's Grocery a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Floyd's Grocery agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/9/2016.
- G. Breach of any conditions in paragraph (a) above by Floyd's Grocery may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Floyd's Grocery for such payment. Failure by Floyd's Grocery to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Floyd's Grocery acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

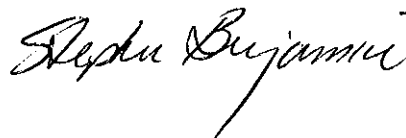
This is the 9th day of November 2016.

BY CONSENT:

Floyd's Grocery
Mrs. Margie Floyd
6243 Princess Ann Rd.
Evergreen, NC 28438



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050



STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

IN THE MATTER OF:

GURGANUS FEED AND GRAIN, LLC

138 E. COMMERCE ST.

WHITEVILLE, NC 28472

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ford's Propane.

- A. On 9/6/2016, the Standards Division conducted inspection #52206 of the propane facility at Gurganus Feed and Grain, LLC. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/7/2016, the Standards Division conducted inspection #52562 of the propane facility at Gurganus Feed and Grain, LLC. This inspection revealed both of the items found to be in violation on 9/6/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/12/2017, the Standards Division conducted inspection #52680 of the propane facility at Gurganus Feed and Grain, LLC. This inspection revealed both of the items found to be in violation on 12/7/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Ford's Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.6.1.2) protection from vehicles
 - (6.23.2) 15 feet from non-explosive proof electrical wiring and fixtures
 - (6.8.1.6, 2017 edition) Containers in flood-prone areas must be anchored IAW our interpretations. No penalty this time because anchoring did not fail. Documentation of system is required.
- E. On or about 1/13/2017, the Standards Division assessed Ford's Propane a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ford's Propane agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/19/2017.
- G. Breach of any conditions in paragraph (a) above by Ford's Propane may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ford's Propane for such payment. Failure by Ford's Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Ford's Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

No Signature

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

IN THE MATTER OF:

SEA MIST CAMPING RESORT UNIT 70

4616 DEVANE RD. SW

SHALLOTTE, NC 28470

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

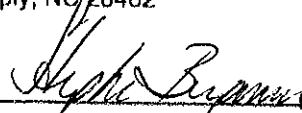
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ford's Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204358 of the propane facility at Sea Mist Camping Resort Unit 70. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204471 of the propane facility at Sea Mist Camping Resort Unit 70. This inspection revealed the item found to be in violation on 2/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Ford's Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.6.1.6) Anchored if in flood zone
- D. On or about 4/4/2014, the Standards Division assessed Ford's Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ford's Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/28/2014.
- F. Breach of any conditions in paragraph (a) above by Ford's Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ford's Propane for such payment. Failure by Ford's Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Ford's Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.


This is the 28th day of April 2014.

BY CONSENT:

Ford's Propane
Mr. Gannon Strole
PO Box 569
Supply, NC 28462



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

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pro to be Dept of Ag.
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STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

SEA MIST CAMPING RESORT UNIT 70)

4616 DEVANE RD. SW)

SHALLOTTE, NC 28470)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ford's Propane.

- A. On 2/19/2014, the Standards Division conducted inspection #204358 of the propane facility at Sea Mist Camping Resort Unit 70. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204471 of the propane facility at Sea Mist Camping Resort Unit 70. This inspection revealed the item found to be in violation on 2/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/17/2014, the Standards Division conducted inspection #204841 of the propane facility at Sea Mist Camping Resort Unit 70. This inspection revealed the item found to be in violation on 4/1/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Ford's Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.6) Anchored if in flood zone

- E. On or about 6/20/2014, the Standards Division assessed Ford's Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ford's Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- G. Breach of any conditions in paragraph (a) above by Ford's Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ford's Propane for such payment. Failure by Ford's Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Ford's Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of July 2014.

BY CONSENT:

Ford's Propane
Mr. Gannon Strole
PO Box 569
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Gannon Strole
Ford's Propane
PO Box 569
Supply, NC 28462

COUNTY OF BRUNSWICK

IN THE MATTER OF:)
FORD'S PROPANE)
172 OCEAN HWY. E.)
SUPPLY, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

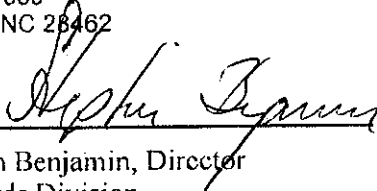
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ford's Propane.

- A. On 5/6/2015, the Standards Division conducted inspection #208897 of the propane facility at Ford's Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Ford's Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 5/12/2015, the Standards Division assessed Ford's Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ford's Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/21/2015.
- E. Breach of any conditions in paragraph (a) above by Ford's Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ford's Propane for such payment. Failure by Ford's Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Ford's Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of May 2015.

BY CONSENT:

Ford's Propane
Mr. Gannon Strole
PO Box 569
Supply, NC 28462



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

FORD'S FUEL)

3449 SOUTHPORT SUPPLY ROAD SE. HWY)

SOUTHPORT, NC 28422)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ford's Fuel and Propane.

- A. On 3/13/2015, the Standards Division conducted inspection #43646 of the propane facility at Ford's Fuel. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/6/2015, the Standards Division conducted inspection #43940 of the propane facility at Ford's Fuel. This inspection revealed all of the items found to be in violation on 3/13/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Ford's Fuel and Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.27.3) Fire safety analysis
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
- D. On or about 5/12/2015, the Standards Division assessed Ford's Fuel and Propane a civil penalty of \$1,300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ford's Fuel and Propane agrees to pay the sum of \$650.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/23/2015.
- F. Breach of any conditions in paragraph (a) above by Ford's Fuel and Propane may render due and payable the entire amount of the \$1,300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ford's Fuel and Propane for such payment. Failure by Ford's Fuel and Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Ford's Fuel and Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 23rd day of June 2015.

BY CONSENT:

Ford's Fuel and Propane
Mr. Gannon Strole
PO Box 569
Supply, NC 28462

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Gannon Strole
Ford's Fuel and Propane
PO Box 569
Supply, NC 28462

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

FOWLER'S SUPERMARKET)

13564 SWAMP FOX HWY E.)

TABOR CITY, NC 28463)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Fowler's Supermarket.

- A. On 4/30/2018, the Standards Division conducted inspection #54288 of the propane facility at Fowler's Supermarket. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Fowler's Supermarket, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 5/2/2018, the Standards Division assessed Fowler's Supermarket a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Fowler's Supermarket agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/22/2018.
- E. Breach of any conditions in paragraph (a) above by Fowler's Supermarket may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Fowler's Supermarket for such payment. Failure by Fowler's Supermarket to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Fowler's Supermarket acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of June 2018.

BY CONSENT:

Fowler's Supermarket
Mrs. Gloria Fowler
13564 Swamp Fox Hwy E.
Tabor City, NC 28463

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

COUNTY OF JACKSON

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:

FREEMAN GAS & ELECTRIC CO., INC.

448 HWY 64 W.

CASHIERS, NC 28717

FOR VIOLATIONS OF:

G.S. §119-58(a)

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Freeman Gas & Electric Co., Inc..

- A. On 9/30/2014, the Standards Division conducted inspection #572573 of the propane delivery vehicle assigned to Freeman Gas & Electric Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 8/25/2015, the Standards Division conducted inspection #573436 of the propane delivery vehicle assigned to Freeman Gas & Electric Co., Inc.. This inspection revealed the item found to be in violation on 9/30/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/14/2016, the Standards Division conducted inspection #573851 of the propane delivery vehicle assigned to Freeman Gas & Electric Co., Inc.. This inspection revealed the item found to be in violation on 8/25/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Freeman Gas & Electric Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

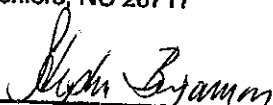
(49 CFR 178.337-9; NFPA 58 9.4.3.2) Piping - no leaks, no slip joints, hydrostatic reliefs, proper strength
- E. On or about 1/15/2016, the Standards Division assessed Freeman Gas & Electric Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Freeman Gas & Electric Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/28/2016.
- G. Breach of any conditions in paragraph (a) above by Freeman Gas & Electric Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Freeman Gas & Electric Co., Inc. for such payment. Failure by Freeman Gas & Electric Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Freeman Gas & Electric Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 29th day of January 2016.

BY CONSENT:



Freeman Gas & Electric Co., Inc.
Mr. Mike Dobbins
PO Box 191
Cashiers, NC 28717



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GASTON

IN THE MATTER OF:)

FREIGHTLINER CORP)

1800 NORTH MAIN STREET)

MOUNT HOLLY, NC 28120)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

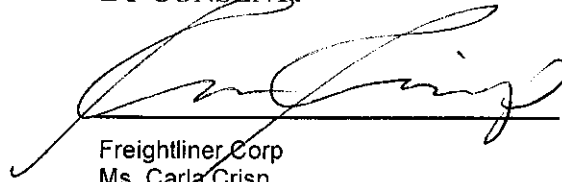
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Freightliner Corp.

- A. On 8/3/2017, the Standards Division conducted inspection #46676 of the propane facility at Freightliner Corp. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 1/8/2018, the Standards Division conducted inspection #47215 of the propane facility at Freightliner Corp. This inspection revealed all of the items found to be in violation on 8/3/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/9/2018, the Standards Division conducted inspection #47518 of the propane facility at Freightliner Corp. This inspection revealed all of the items found to be in violation on 1/8/2018 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Freightliner Corp, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.14.2.3, 6.14.10) ESV has remote actuations & is operational
 - (6.14.6 & 6.14.9) Automatic closure of ESVs
 - (15.2.1) Operating procedures
- E. On or about 4/10/2018, the Standards Division assessed Freightliner Corp a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Freightliner Corp agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/6/2018.
- G. Breach of any conditions in paragraph (a) above by Freightliner Corp may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Freightliner Corp for such payment. Failure by Freightliner Corp to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Freightliner Corp acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I.

This is the 6th day of June 2018.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Carla Crisp", is written over a horizontal line.

Freightliner Corp
Ms. Carla Crisp
1800 North Main Street
Mt. Holly, NC 28120

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DARE

IN THE MATTER OF:)

FRISCO WOODS CAMPGROUND, INC.)

53124 HWY 12)

FRISCO, NC 27936)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Frisco Woods Campground, Inc..

- A. On 5/28/2014, the Standards Division conducted inspection #48710 of the propane facility at Frisco Woods Campground, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Frisco Woods Campground, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 6/3/2014, the Standards Division assessed Frisco Woods Campground, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Frisco Woods Campground, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/10/2014.
- E. Breach of any conditions in paragraph (a) above by Frisco Woods Campground, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Frisco Woods Campground, Inc. for such payment. Failure by Frisco Woods Campground, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Frisco Woods Campground, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of August 2014.

BY CONSENT:

Frisco Woods Campground, Inc.
Mr. Kenny Lewis
1032 Luminary Lane
Willow Springs, NC

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Kenny Lewis
Frisco Woods Campground, Inc.
1032 Luminary Lane
Willow Springs, NC

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GASTON

IN THE MATTER OF:)
GANESHA FOOD MART)
1617 N. CHESTER ST.)
GASTONIA, NC 28052)

SETTLEMENT AGREEMENT

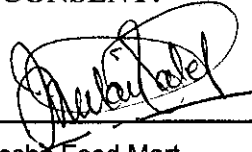
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ganesha Food Mart.

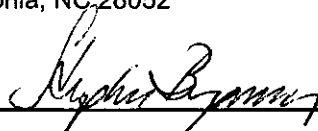
- A. On 6/24/2015, the Standards Division conducted inspection #50282 of the propane facility at Ganesha Food Mart. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Ganesha Food Mart, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 7/1/2015, the Standards Division assessed Ganesha Food Mart a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ganesha Food Mart agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/29/2016.
- E. Breach of any conditions in paragraph (a) above by Ganesha Food Mart may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ganesha Food Mart for such payment. Failure by Ganesha Food Mart to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Ganesha Food Mart acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

June 30th day of December 2015.

BY CONSENT:



Ganesh Food Mart
Mr Milan C. Patel
1617 N. Chester St.
Gastonia, NC 28052



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF ALLEGHANY

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
G & B ENERGY)
1070 HWY 21 NORTH)
SPARTA, NC 28675)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and G & B Energy.

- A. On 7/24/2014, the Standards Division conducted inspection #572222 of the propane delivery vehicle assigned to G & B Energy. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/4/2014, the Standards Division conducted inspection #572407 of the propane delivery vehicle assigned to G & B Energy. This inspection revealed the item found to be in violation on 7/24/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that G & B Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(49 CFR 178.337-9; NFPA 58 9.4.3.2) Piping - no leaks, no slip joints, hydrostatic reliefs, proper strength
- D. On or about 9/10/2014, the Standards Division assessed G & B Energy a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. G & B Energy agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/18/2014.
- F. Breach of any conditions in paragraph (a) above by G & B Energy may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to G & B Energy for such payment. Failure by G & B Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. G & B Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 18th day of September 2014.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Rick Caudle", written over a horizontal line.

G & B Energy
Mr. Rick Caudle
667 North Bridge St.
Elkin, NC 28621

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF ALLEGHANY

IN THE MATTER OF:)

G & B ENERGY)

1070 HWY 21 NORTH)

SPARTA, NC 28675)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and G & B Energy.

- A. On 7/24/2014, the Standards Division conducted inspection #572223 of the propane delivery vehicle assigned to G & B Energy. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/4/2014, the Standards Division conducted inspection #572408 of the propane delivery vehicle assigned to G & B Energy. This inspection revealed the item found to be in violation on 7/24/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that G & B Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(49 CFR 178.337-9; NFPA 58 9.4.3.2) Piping - no leaks, no slip joints, hydrostatic reliefs, proper strength

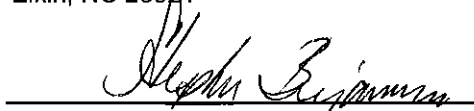
- D. On or about 9/10/2014, the Standards Division assessed G & B Energy a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. G & B Energy agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/18/2014.
- F. Breach of any conditions in paragraph (a) above by G & B Energy may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to G & B Energy for such payment. Failure by G & B Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. G & B Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 18th day of September 2014.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Rick Caudle", written over a horizontal line.

G & B Energy
Mr. Rick Caudle
667 North Bridge St.
Elkin, NC 28621

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA
OF SCOTLAND

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
GIBSON OIL & GAS CO.)
9340 MORGAN ST)
LAUREL HILL, NC 28351)

SETTLEMENT AGREEMENT

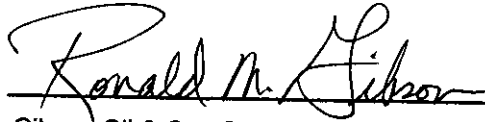
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Gibson Oil & Gas Co..

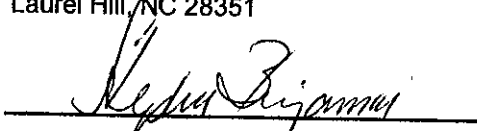
- A. On 5/7/2015, the Standards Division conducted inspection #208902 of the propane facility at Gibson Oil & Gas Co.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Gibson Oil & Gas Co., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 5/14/2015, the Standards Division assessed Gibson Oil & Gas Co. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Gibson Oil & Gas Co. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/13/2015.
- E. Breach of any conditions in paragraph (a) above by Gibson Oil & Gas Co. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Gibson Oil & Gas Co. for such payment. Failure by Gibson Oil & Gas Co. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Gibson Oil & Gas Co. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

May of May 2015.

BY CONSENT:

A handwritten signature in cursive script, reading "Ronald M. Gibson", written over a horizontal line.

Gibson Oil & Gas Co.
Mr. Ronald M. Gibson
9340 Morgan St.
Laurel Hill, NC 28351

A handwritten signature in cursive script, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF CARTERET

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
GOOSE CREEK RESORT)
350 RED BARN RD.)
NEWPORT, NC 28570)

FOR VIOLATIONS OF:)
G.S. §119-58(a))

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Goose Creek Resort.

- A. On 10/22/2014, the Standards Division conducted inspection #49269 of the propane facility at Goose Creek Resort. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/15/2015, the Standards Division conducted inspection #49595 of the propane facility at Goose Creek Resort. This inspection revealed all of the item found to be in violation on 10/22/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Goose Creek Resort, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.19.4.2(A)) Two means of emergency egress are required for fenced areas larger than 100 sq. ft.
- D. On or about 1/22/2015, the Standards Division assessed Goose Creek Resort a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Goose Creek Resort agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/25/2015.
- F. Breach of any conditions in paragraph (a) above by Goose Creek Resort may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Goose Creek Resort for such payment. Failure by Goose Creek Resort to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Goose Creek Resort acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

No Signature

SAMPSON

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:

AND RENTAL STATION

OFF WARSAW RD.

CLINTON, NC 28328

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Grand Rental Station.

- A. On 1/15/2014, the Standards Division conducted inspection #48082 of the propane facility at Grand Rental Station. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/6/2014, the Standards Division conducted inspection #48331 of the propane facility at Grand Rental Station. This inspection revealed both of the items found to be in violation on 1/15/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Grand Rental Station, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.22.3 & 7.2.3.2.B) No Smoking Sign - no open flame, no ignition source within 25 feet
 - (02 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.
- D. On or about 3/12/2014, the Standards Division assessed Grand Rental Station a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Grand Rental Station agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/1/2014.
- F. Breach of any conditions in paragraph (a) above by Grand Rental Station may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Grand Rental Station for such payment. Failure by Grand Rental Station to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Grand Rental Station acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

no signature

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BEAUFORT

IN THE MATTER OF:)

GRAND RENTAL STATION)

6195 US HWY 264 W)

WASHINGTON, NC 27889)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Grand Rental Station.

- A. On 11/30/2016, the Standards Division conducted inspection #52524 of the propane facility at Grand Rental Station. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 1/17/2017, the Standards Division conducted inspection #52686 of the propane facility at Grand Rental Station. This inspection revealed the item found to be in violation on 11/30/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/6/2017, the Standards Division conducted inspection #52843 of the propane facility at Grand Rental Station. This inspection revealed the item found to be in violation on 1/17/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Grand Rental Station, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.5) piping at hose connection (or differential valve)

- E. On or about 3/7/2017, the Standards Division assessed Grand Rental Station a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Grand Rental Station agrees to pay the sum of \$124.20 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/28/2017.
- G. Breach of any conditions in paragraph (a) above by Grand Rental Station may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Grand Rental Station for such payment. Failure by Grand Rental Station to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Grand Rental Station acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

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No Signature

OF NORTH CAROLINA

COUNTY OF CARTERET

IN THE MATTER OF:

CAROLINA EAST RV

2360 NC HWY 58

SWANSBORO, NC 28584

FOR VIOLATIONS OF:

G.S. §119-58(a)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C. G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Great Gas & Oil Co., Inc..

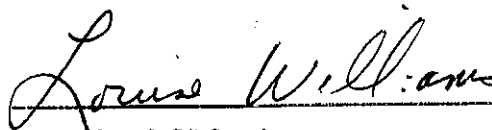
- A. On 5/27/2015, the Standards Division conducted inspection #50176 of the propane facility at Carolina East RV. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/13/2015, the Standards Division conducted inspection #50748 of the propane facility at Carolina East RV. This inspection revealed the item found to be in violation on 5/27/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/20/2016, the Standards Division conducted inspection #51138 of the propane facility at Carolina East RV. This inspection revealed the item found to be in violation on 10/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Great Gas & Oil Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.3) base and level

- E. On or about 1/21/2016, the Standards Division assessed Great Gas & Oil Co., Inc. a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Great Gas & Oil Co., Inc. agrees to pay the sum of \$66.87 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/1/2017.
- G. Breach of any conditions in paragraph (a) above by Great Gas & Oil Co., Inc. may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Great Gas & Oil Co., Inc. for such payment. Failure by Great Gas & Oil Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Great Gas & Oil Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as the 1st day of September 2017.

BY CONSENT:

A handwritten signature in cursive script, reading "Louise Williams", written over a horizontal line.

Great Gas & Oil Co., Inc.
Ms. Louise Williams
910 N. Marine Blvd.
Jacksonville, NC 28540

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

JRSYTH

OFFICE OF:

OIL & PROPANE

CASSELL ST

WINSTON-SALEM, NC 27107

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

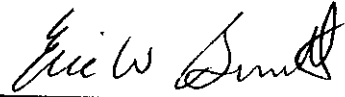
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hall Oil & Propane.

- A. On 7/16/2013, the Standards Division conducted inspection #40877 of the propane facility at Hall Oil & Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/30/2013, the Standards Division conducted inspection #41440 of the propane facility at Hall Oil & Propane. This inspection revealed the item found to be in violation on 7/16/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/4/2014, the Standards Division conducted inspection #41688 of the propane facility at Hall Oil & Propane. This inspection revealed the item found to be in violation on 10/30/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Hall Oil & Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

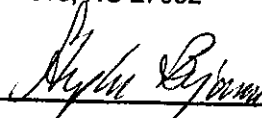
(5.12.4/6.12.9) ESV has remote actuations & is operational
- E. On or about 2/10/2014, the Standards Division assessed Hall Oil & Propane a civil penalty of \$800.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hall Oil & Propane agrees to pay the sum of \$400.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2014.
- G. Breach of any conditions in paragraph (a) above by Hall Oil & Propane may render due and payable the entire amount of the \$800.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hall Oil & Propane for such payment. Failure by Hall Oil & Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Hall Oil & Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ay of May 2014.

BY CONSENT:



Hall Oil & Propane
Mr. Eric Bennett
1254 N. Main St.
Walnut Cove, NC 27032



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

HALL SURRY

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:)
HALL OIL & PROPANE)
161 KODIAK LANE)
MOUNT AIRY, NC 27030)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hall Oil & Propane.

- A. On 3/5/2014, the Standards Division conducted inspection #48318 of the propane facility at Hall Oil & Propane. This inspection revealed violations of nine items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Hall Oil & Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

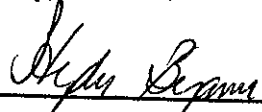
(G.S. 119) Registered - license current
- C. On or about 3/11/2014, the Standards Division assessed Hall Oil & Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hall Oil & Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2014.
- E. Breach of any conditions in paragraph (a) above by Hall Oil & Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hall Oil & Propane for such payment. Failure by Hall Oil & Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hall Oil & Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

day of May 2014.

BY CONSENT:



Hall Oil & Propane
Mr. Nick Rakes
161 Kodiak Lane
Mount Airy, NC 27030



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA
COUNTY OF GUILFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
COUNTRY SIDE MARKET)
8001 HWY 68)
STOKESDALE, NC 27357)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hall Propane.

- A. On 6/23/2014, the Standards Division conducted inspection #204864 of the propane facility at Country Side Market. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/18/2014, the Standards Division conducted inspection #205008 of the propane facility at Country Side Market. This inspection revealed the item found to be in violation on 6/23/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/6/2014, the Standards Division conducted inspection #208311 of the propane facility at Country Side Market. This inspection revealed the item found to be in violation on 8/18/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Hall Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.2.2.1) Condition of cylinders

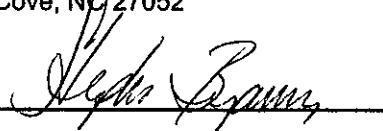
- E. On or about 11/14/2014, the Standards Division assessed Hall Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hall Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/14/2015.
- G. Breach of any conditions in paragraph (a) above by Hall Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hall Propane for such payment. Failure by Hall Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Hall Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

A day of December 2014.

BY CONSENT:

A handwritten signature in dark ink, appearing to read "Eric W. Bennett", written over a horizontal line.

Hall Propane
Mr. Eric Bennett
1254 N. Main St.
Walnut Cove, NC 27052

A handwritten signature in dark ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF HOKE

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
HARDIN'S GROCERY)
7590 PHILLIPI CHURCH RD.)
RAEFORD, NC 28376)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

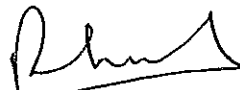
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hardin's Grocery.

- A. On 1/12/2015, the Standards Division conducted inspection #49576 of the propane facility at Hardin's Grocery. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Hardin's Grocery, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 1/15/2015, the Standards Division assessed Hardin's Grocery a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hardin's Grocery agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/4/2015.
- E. Breach of any conditions in paragraph (a) above by Hardin's Grocery may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hardin's Grocery for such payment. Failure by Hardin's Grocery to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hardin's Grocery acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of February 2015.

BY CONSENT:



Hardin's Grocery
Mr. Rodger Shah
7590 Phillipi Church Rd.
Raeford, NC 28376



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
HERITAGE PROPANE)
3904 BARRINGER DRIVE)
CHARLOTTE, NC 28217-1506)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 2/5/2014, the Standards Division conducted inspection #41696 of the propane facility at Heritage Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/30/2014, the Standards Division conducted inspection #42149 of the propane facility at Heritage Propane. This inspection revealed the item found to be in violation on 2/5/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 8/13/2014, the Standards Division conducted inspection #42700 of the propane facility at Heritage Propane. This inspection revealed the item found to be in violation on 4/30/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint

- E. On or about 8/19/2014, the Standards Division assessed Heritage Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/16/2014.
- G. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 17th day of October 2014.

BY CONSENT:

Heritage Propane
Mr. Ken Dye
3904 Barringer Drive
Charlotte, NC 28217-1506

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Ken Dye
Heritage Propane
3904 Barringer Drive
Charlotte, NC 28217-1506

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JACKSON

IN THE MATTER OF:)

FALLIN'S RV CENTER, INC.)

5426 US HWY 74 W.)

WHITTIER, NC 28789)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 9/17/2013, the Standards Division conducted inspection #47684 of the propane facility at Fallin's RV Center, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.17.2.3, 6.24.3.14) remote control switch
 - (6.9.3.10, 6.6.1.2) supported, protected and painted
 - (6.24.3.8(1)) Liquid withdrawal valve must be capable of remote or thermal closure.
 - (NIST Handbook 44) User must provide capability to test meter.
 - (6.24.3.9) Accessible and identified remote shutdown station 3 to 100 feet from point of transfer.
- C. On or about 9/24/2013, the Standards Division assessed Heritage Propane a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$245.02 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/3/2014.
- E. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of March 2014.

BY CONSENT:

Heritage Propane
Mr. Dean Dugan
PO Box 800
Whittier, NC 28789

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Dean Dugan
Heritage Propane
PO Box 800
Whittier, NC 28789

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JACKSON

IN THE MATTER OF:)

FALLIN'S RV CENTER, INC.)

5426 US HWY 74 W.)

WHITTIER, NC 28789)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 9/17/2013, the Standards Division conducted inspection #47684 of the propane facility at Fallin's RV Center, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/13/2014, the Standards Division conducted inspection #48370 of the propane facility at Fallin's RV Center, Inc.. This inspection revealed the item found to be in violation on 9/17/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.17.2.3, 6.24.3.14) remote control switch

- D. On or about 3/19/2014, the Standards Division assessed Heritage Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/2/2014.
- F. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of April 2014.

BY CONSENT:

Heritage Propane
Mr. Dean Dugan
PO Box 800
Whittier, NC 28789

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Dean Dugan
Heritage Propane
PO Box 800
Whittier, NC 28789

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CABARRUS

IN THE MATTER OF:)

SUNBELT RENTALS #028.)

1400 BISCAYNE DRIVE)

CONCORD, NC 28027)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 1/28/2014, the Standards Division conducted inspection #48149 of the propane facility at Sunbelt Rentals #028.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/15/2014, the Standards Division conducted inspection #48524 of the propane facility at Sunbelt Rentals #028.. This inspection revealed the item found to be in violation on 1/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- D. On or about 4/21/2014, the Standards Division assessed Heritage Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$182.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/16/2014.
- F. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 17th day of October 2014.

BY CONSENT:

Heritage Propane
Mr. Ken Dye
3904 Barringer Drive
Charlotte, NC 28217-1506

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Ken Dye
Heritage Propane
3904 Barringer Drive
Charlotte, NC 28217-1506

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
UNITED RENTALS, INC.)
3515 TRAILER DR.)
CHARLOTTE, NC 28269)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 4/16/2014, the Standards Division conducted inspection #48538 of the propane facility at United Rentals, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/2/2014, the Standards Division conducted inspection #48845 of the propane facility at United Rentals, Inc.. This inspection revealed both of the items found to be in violation on 4/16/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.8) Liquid withdrawal valve, remote and thermal operation
 - (6.9.3.10 & 6.6.1.2) supported, protected and painted
- D. On or about 7/8/2014, the Standards Division assessed Heritage Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/16/2014.
- F. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 17th day of October 2014.

BY CONSENT:

Heritage Propane
Mr. Ken Dye
3904 Barringer Drive
Charlotte, NC 28217-1506

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Ken Dye
Heritage Propane
3904 Barringer Drive
Charlotte, NC 28217-1506

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF UNION

IN THE MATTER OF:)

KANGAROO EXPRESS # 3985)

3006 OLD CHARLOTTE HWY)

MONROE, NC 28110)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 4/23/2014, the Standards Division conducted inspection #204551 of the propane facility at Kangaroo Express # 3985. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/11/2014, the Standards Division conducted inspection #204819 of the propane facility at Kangaroo Express # 3985. This inspection revealed the item found to be in violation on 4/23/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(8.4.2.2) Protection from vehicles

- D. On or about 6/17/2014, the Standards Division assessed Heritage Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/16/2014.
- F. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 17th day of October 2014.

BY CONSENT:

Heritage Propane
Mr. Ken Dye
3904 Barringer Drive
Charlotte, NC 28217-1506

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Ken Dye
Heritage Propane
3904 Barringer Drive
Charlotte, NC 28217-1506

STATE OF NORTH CAROLINA

COUNTY OF ANSON

IN THE MATTER OF:

HERITAGE PROPANE

7112 E. MARSHVILLE BLVD.

MARSHVILLE, NC 28103

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Heritage Propane.

- A. On 9/19/2017, the Standards Division conducted inspection #216512 of the propane facility at Heritage Propane. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Heritage Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 9/20/2017, the Standards Division assessed Heritage Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Heritage Propane agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/27/2017.
- E. Breach of any conditions in paragraph (a) above by Heritage Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Heritage Propane for such payment. Failure by Heritage Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Heritage Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

his is the 27th day of September 2017.

BY CONSENT:

A handwritten signature in black ink, appearing to read "John Skinner", is written over a horizontal line.

Heritage Propane
Mr. John Skinner
PO Box 242
Marshville, NC 28103

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROBESON

IN THE MATTER OF:)
HILCO TRANSPORT, INC.)
7700 KENMONT RD.)
GREENSBORO, NC 27409)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

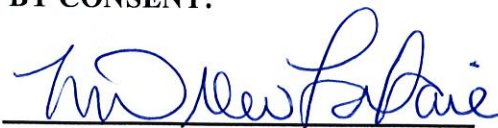
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 2/18/2014, the Standards Division conducted inspection #204324 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 9.4.8) Parked with wheel stops
- C. On or about 2/21/2014, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/27/2014.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 28th day of March 2014.

BY CONSENT:



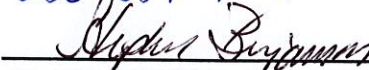
Hilco Transport, Inc.

~~Mr. Alex McLanahan~~

PO Box 35049

Greensboro, NC 27425

336-389-4011



Stephen Benjamin, Director

Standards Division

N.C. Department of Agriculture and

Consumer Services

1050 Mail Service Center

Raleigh, NC 27699-1050

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

WENBURG

OF:

SPORT, INC.

MONT RD.

WENSBORO, NC 27409

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 4/21/2015, the Standards Division conducted inspection #208858 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 4/24/2015, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/21/2015.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

y 2015.

BY CONSENT:

L Drew Lahaie 6-1-15

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

LENBURG

OF:

SPORT, INC.

MONT RD.

LENSBORO, NC 27409

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

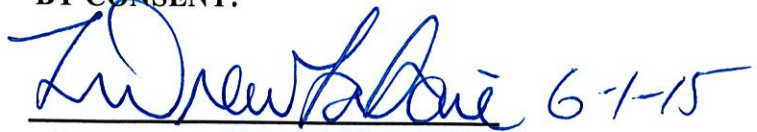
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 4/21/2015, the Standards Division conducted inspection #208859 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 4/24/2015, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/21/2015.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

May 2015.

BY CONSENT:

 6-1-15

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

NA
LENBURG

OF:)
TRANSPORT, INC.)
ENMONT RD.)
LENSBORO, NC 27409)

SETTLEMENT AGREEMENT

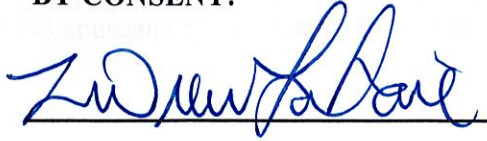
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 4/21/2015, the Standards Division conducted inspection #208860 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 4/24/2015, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/21/2015.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

May 2015.

BY CONSENT:



Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NOV 30 2015

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION


COUNTY OF CASWELL

IN THE MATTER OF:)
HILCO TRANSPORT, INC.)
7700 KENMONT RD.)
GREENSBORO, NC 27409)

SETTLEMENT AGREEMENT

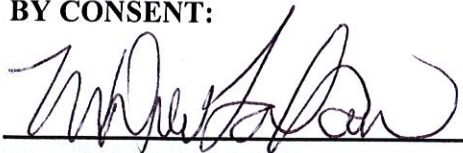
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

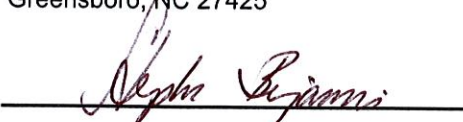
- A. On 9/28/2015, the Standards Division conducted inspection #209680 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 9/30/2015, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/20/2015. 
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ne 20th day of November 2015.

BY CONSENT:

A handwritten signature in dark ink, appearing to read "Drew Lahaie", written over a horizontal line.

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

A handwritten signature in dark ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF MOORE

IN THE MATTER OF:

HILCO TRANSPORT, INC.

7700 KENMONT RD.

GREENSBORO, NC 27409

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

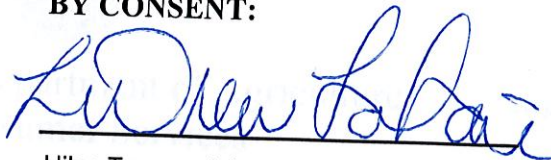
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 7/18/2016, the Standards Division conducted inspection #212557 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops
- C. On or about 7/20/2016, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/4/2016.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of October 2016.

BY CONSENT:



Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

HILCO TRANSPORT, INC.)

7700 KENMONT RD.)

GREENSBORO, NC 27409)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 11/18/2016, the Standards Division conducted inspection #215579 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops**
- C. On or about 11/21/2016, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/3/2017.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of February 2017.

BY CONSENT:

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Drew Lahaie
Hilco Transport, Inc.
PO Box 35049
Greensboro, NC 27425

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ANSON

IN THE MATTER OF:)

HILCO TRANSPORT, INC.)

7700 KENMONT RD.)

GREENSBORO, NC 27409)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 3/7/2017, the Standards Division conducted inspection #215747 of the propane facility at Hilco Transport, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
 - (49 CFR 173.315(n)(3)) Remote shutdown present and operational
- C. On or about 3/9/2017, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/11/2017.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of April 2017.

BY CONSENT:

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Drew Lahaie
Hilco Transport, Inc.
PO Box 35049
Greensboro, NC 27425

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DURHAM

IN THE MATTER OF:)

HILCO TRANSPORT, INC.)

7700 KENMONT RD.)

GREENSBORO, NC 27409)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 5/3/2017, the Standards Division conducted inspection #215852 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops**
- C. On or about 5/4/2017, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/29/2017.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of May 2017.

BY CONSENT:

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Drew Lahaie
Hilco Transport, Inc.
PO Box 35049
Greensboro, NC 27425

OF NORTH CAROLINA

COUNTY OF GUILFORD

IN THE MATTER OF:

HILCO TRANSPORT, INC.

7700 KENMONT RD.

GREENSBORO, NC 27409

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

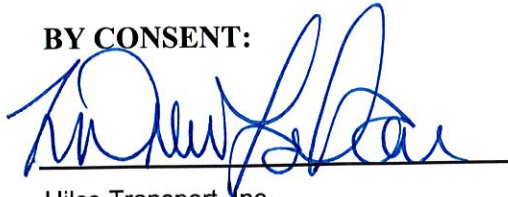
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 9/26/2017, the Standards Division conducted inspection #216522 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 9/27/2017, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - ✓ a. Hilco Transport, Inc. agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/13/2017.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

, the 13th day of November 2017.

BY CONSENT:

A handwritten signature in blue ink, appearing to read "Drew Lahaie", is written over a horizontal line.

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)
HILCO TRANSPORT, INC.)
7700 KENMONT RD.)
GREENSBORO, NC 27409)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

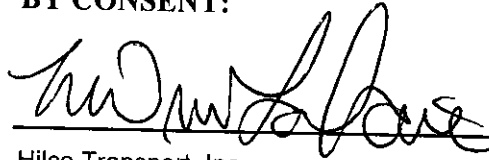
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hilco Transport, Inc..

- A. On 11/4/2017, the Standards Division conducted inspection #218569 of the propane facility at Hilco Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Hilco Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 11/7/2017, the Standards Division assessed Hilco Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hilco Transport, Inc. agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/18/2018.
- E. Breach of any conditions in paragraph (a) above by Hilco Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hilco Transport, Inc. for such payment. Failure by Hilco Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Hilco Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

1/2/18

as the 19th day of December 2017.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Drew Lahaie", written over a horizontal line.

Hilco Transport, Inc.
Mr. Drew Lahaie
PO Box 35049
Greensboro, NC 27425

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

HOLDING OIL CO., INC.)

534 S WHITE ST.)

WAKE FOREST, NC 27587)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Holding Oil Co., Inc..

- A. On 11/4/2014, the Standards Division conducted inspection #49319 of the propane facility at Holding Oil Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Holding Oil Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 11/7/2014, the Standards Division assessed Holding Oil Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Holding Oil Co., Inc. agrees to pay the sum of \$127.62 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/31/2015.
- E. Breach of any conditions in paragraph (a) above by Holding Oil Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Holding Oil Co., Inc. for such payment. Failure by Holding Oil Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Holding Oil Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of October 2015.

BY CONSENT:

Holding Oil Co., Inc.
Mr. James B. Holding
534 S. White St
Wake Forest, NC 27588

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. James B. Holding
Holding Oil Co., Inc.
534 S. White St
Wake Forest, NC 27588

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

HOLDING OIL CO., INC.)

534 S WHITE ST.)

WAKE FOREST, NC 27587)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Holding Oil Co., Inc..

- A. On 11/4/2014, the Standards Division conducted inspection #572751 of the propane delivery vehicle assigned to Holding Oil Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/9/2014, the Standards Division conducted inspection #572861 of the propane delivery vehicle assigned to Holding Oil Co., Inc.. This inspection revealed the item found to be in violation on 11/4/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Holding Oil Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(49 CFR 178.337-8; NFPA 58 9.4.2.3 & 9.4.2.4) Liquid and Vapor Internal and Excess Flow Valves with REMOTE controls - OPERATIONAL (Backflow check valves permissible in FILL opening)

- D. On or about 12/12/2014, the Standards Division assessed Holding Oil Co., Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Holding Oil Co., Inc. agrees to pay the sum of \$191.43 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/31/2015.
- F. Breach of any conditions in paragraph (a) above by Holding Oil Co., Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Holding Oil Co., Inc. for such payment. Failure by Holding Oil Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Holding Oil Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of October 2015.

BY CONSENT:

Holding Oil Co., Inc.
Mr. James B. Holding
534 S. White St
Wake Forest, NC 27588

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. James B. Holding
Holding Oil Co., Inc.
534 S. White St
Wake Forest, NC 27588

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WILKES

IN THE MATTER OF:)

HOLLY MOUNTAIN FARM SUPPLY)

3756 HWY 16 S)

MORAVIAN FALLS, NC 28654)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Holly Mountain Farm Supply.

- A. On 4/21/2014, the Standards Division conducted inspection #48547 of the propane facility at Holly Mountain Farm Supply. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Holly Mountain Farm Supply, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 4/24/2014, the Standards Division assessed Holly Mountain Farm Supply a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Holly Mountain Farm Supply agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/29/2014.
- E. Breach of any conditions in paragraph (a) above by Holly Mountain Farm Supply may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Holly Mountain Farm Supply for such payment. Failure by Holly Mountain Farm Supply to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Holly Mountain Farm Supply acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 29th day of April 2014.

BY CONSENT:

Holly Mountain Farm Supply
Mr. Robert E Ashley
PO Box 554
Wilkesboro, NC 28697

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert E Ashley
Holly Mountain Farm Supply
PO Box 554
Wilkesboro, NC 28697

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)
HUDSON'S HARDWARE, INC.)
305 BENSON RD.)
GARNER, NC 27529)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Hudson's Hardware, Inc..

- A. On 11/5/2014, the Standards Division conducted inspection #49333 of the propane facility at Hudson's Hardware, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/15/2014, the Standards Division conducted inspection #49489 of the propane facility at Hudson's Hardware, Inc.. This inspection revealed both of the items found to be in violation on 11/5/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Hudson's Hardware, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating

(02 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.

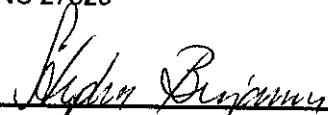
- D. On or about 12/18/2014, the Standards Division assessed Hudson's Hardware, Inc. a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Hudson's Hardware, Inc. agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/5/2015.
- F. Breach of any conditions in paragraph (a) above by Hudson's Hardware, Inc. may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Hudson's Hardware, Inc. for such payment. Failure by Hudson's Hardware, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Hudson's Hardware, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 6th day of January 2015.

BY CONSENT:



Hudson's Hardware, Inc.
Mr Steve Grice
305 Benson Rd.
Garner, NC 27529



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF STANLY

IN THE MATTER OF:)

OAKBORO TRACTOR & EQUIPMENT, INC.)

1160 N. MAIN ST.)

OAKBORO, NC 28129)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Huntley Oil & Gas Company, Inc..

- A. On 4/1/2014, the Standards Division conducted inspection #48472 of the propane facility at Oakboro Tractor & Equipment, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/26/2014, the Standards Division conducted inspection #48825 of the propane facility at Oakboro Tractor & Equipment, Inc.. This inspection revealed both of the items found to be in violation on 4/1/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Huntley Oil & Gas Company, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.18.2.3 & 6.25.3.17) remote control switch
 - (6.5.2.1 & 6.25.3.2) 25 feet from buildings, openings, pits, property lines, railroad tracks
- D. On or about 7/2/2014, the Standards Division assessed Huntley Oil & Gas Company, Inc. a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Huntley Oil & Gas Company, Inc. agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/5/2014.
- F. Breach of any conditions in paragraph (a) above by Huntley Oil & Gas Company, Inc. may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Huntley Oil & Gas Company, Inc. for such payment. Failure by Huntley Oil & Gas Company, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Huntley Oil & Gas Company, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of August 2014.

BY CONSENT:

W. Huntley - President

Huntley Oil & Gas Company, Inc.
Mr. Ken Huntley
PO Box 369
Wadesboro, NC 28170

Stephen Benjamin
Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF PERQUIMANS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
JERNIGAN OIL CO., INC.)
121 WINFALL BLVD)
WINFALL, NC 27985)

SETTLEMENT AGREEMENT

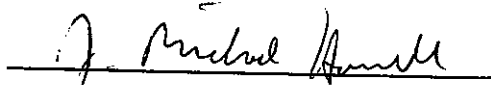
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Jernigan Oil Co., Inc..


- A. On 8/10/2015, the Standards Division conducted inspection #44391 of the propane facility at Jernigan Oil Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Jernigan Oil Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.10) Evidence of smoking in trucks
- C. On or about 8/13/2015, the Standards Division assessed Jernigan Oil Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Jernigan Oil Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/25/2015.
- E. Breach of any conditions in paragraph (a) above by Jernigan Oil Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Jernigan Oil Co., Inc. for such payment. Failure by Jernigan Oil Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Jernigan Oil Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

26th day of August 2015.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Michael Harrell", written over a horizontal line.

Jernigan Oil Co., Inc.
Mr. Michael Harrell
PO Box 688
Ahoskie, NC 27910

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BERTIE

IN THE MATTER OF:)
COPELAND FARMS #1)
524 ASKEWVILLE RD.)
WINDSOR, NC 27983)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

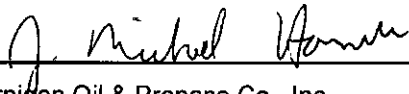
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Jernigan Oil & Propane Co., Inc..

- A. On 5/3/2018, the Standards Division conducted inspection #47659 of the propane facility at Copeland Farms #1. This inspection revealed violations of twelve items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Jernigan Oil & Propane Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.8.3.1) Contour concrete saddles or welded steel saddle on concrete pier
 - (5.11.3.1, 6.11.3.5) Proper material, schedule 40 or 80
 - (6.8.1.2) Protected from vehicular traffic
 - (G.S. 119.58(b)) Tank or property identified as to supplier
 - (15.2.1) Operating procedures
 - (15.3.1) Maintenance procedures
 - (7.2.3.2) Source of ignition control
 - (6.4) Proper separation from buildings, property lines
 - (Table 6.4.1.1) 5 feet (or as req.) between tanks
 - (6.29.4.2) Fire Extinguisher - 18 lb dry chemical with B:C rating
 - (6.25.3) NO SMOKING sign on fence around plant
 - (6.9.2.4, 6.9.2.5) Relief valve discharge/riser cover
 - (4.3) Plans must be submitted for sites with storage capacity in excess of 4000 gallons.
 - (7.2.2.16) A container shall not be filled if it does not comply. Fill valve must be corrected.
- C. On or about 5/4/2018, the Standards Division assessed Jernigan Oil & Propane Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Jernigan Oil & Propane Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/22/2018.
- E. Breach of any conditions in paragraph (a) above by Jernigan Oil & Propane Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Jernigan Oil & Propane Co., Inc. for such payment. Failure by Jernigan Oil & Propane Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Jernigan Oil & Propane Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of June 2018.

BY CONSENT:



Jernigan Oil & Propane Co., Inc.
Mr. Michael Harrell
PO Box 688
Ahoskie, NC 27910

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BERTIE

IN THE MATTER OF:)

COPELAND FARMS #2)

524 ASKEWVILLE RD.)

WINDSOR, NC 27983)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

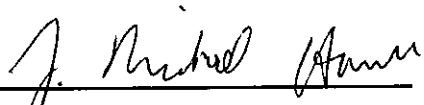
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Jernigan Oil & Propane Co., Inc..

- A. On 5/3/2018, the Standards Division conducted inspection #47660 of the propane facility at Copeland Farms #2. This inspection revealed violations of nine items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Jernigan Oil & Propane Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.11.3.1, 6.11.3.5) Proper material, schedule 40 or 80
 - (6.8.1.2) Protected from vehicular traffic
 - (15.2.1) Operating procedures
 - (15.3.1) Maintenance procedures
 - (7.2.3.2) Source of ignition control
 - (Table 6.4.1.1) 5 feet (or as req.) between tanks
 - (6.29.4.2) Fire Extinguisher - 18 lb dry chemical with B:C rating
 - (6.25.3) NO SMOKING sign on fence around plant
 - (6.8.1.4) Paint
 - (4.3) Plans must be submitted for sites with storage capacity in excess of 4000 gallons.
- C. On or about 5/4/2018, the Standards Division assessed Jernigan Oil & Propane Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Jernigan Oil & Propane Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/22/2018.
- E. Breach of any conditions in paragraph (a) above by Jernigan Oil & Propane Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Jernigan Oil & Propane Co., Inc. for such payment. Failure by Jernigan Oil & Propane Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Jernigan Oil & Propane Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of June 2018.

BY CONSENT:



Jernigan Oil & Propane Co., Inc.
Mr. Michael Harrell
PO Box 688
Ahoskie, NC 27910

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

CAROLINA

HERTFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
DUCK THRU FOOD STORE #8)
1300 E. MEMORIAL DR.)
AHOSKIE, NC 27910)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Jernigan Oil & Propane Co., Inc..

- A. On 9/28/2015, the Standards Division conducted inspection #50691 of the propane facility at Duck Thru Food Store #8. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/9/2015, the Standards Division conducted inspection #50879 of the propane facility at Duck Thru Food Store #8. This inspection revealed all of the item found to be in violation on 9/28/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/12/2016, the Standards Division conducted inspection #51095 of the propane facility at Duck Thru Food Store #8. This inspection revealed all of the item found to be in violation on 11/9/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Jernigan Oil & Propane Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(7.2.2.13) Container may not be filled if the assembly does not conform.

- E. On or about 1/13/2016, the Standards Division assessed Jernigan Oil & Propane Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Jernigan Oil & Propane Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/13/2016.
- G. Breach of any conditions in paragraph (a) above by Jernigan Oil & Propane Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Jernigan Oil & Propane Co., Inc. for such payment. Failure by Jernigan Oil & Propane Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Jernigan Oil & Propane Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

, of February 2016.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Michael Harrell", is written over a horizontal line.

Jerrigan Oil & Propane Co., Inc.
Mr. Michael Harrell
PO Box 688
Ahoskie, NC 27910

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF HERTFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
JERNIGAN OIL & PROPANE CO., INC.)
415 EAST MAIN ST)
AHOSKIE, NC 27910)

SETTLEMENT AGREEMENT


FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Jernigan Oil & Propane Co., Inc..

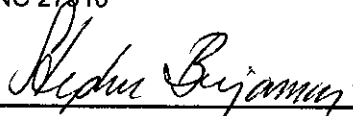
- A. On 1/22/2015, the Standards Division conducted inspection #208522 of the propane facility at Jernigan Oil & Propane Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Jernigan Oil & Propane Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 1/28/2015, the Standards Division assessed Jernigan Oil & Propane Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Jernigan Oil & Propane Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/2/2015.
- E. Breach of any conditions in paragraph (a) above by Jernigan Oil & Propane Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Jernigan Oil & Propane Co., Inc. for such payment. Failure by Jernigan Oil & Propane Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Jernigan Oil & Propane Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

3rd day of March 2015.

BY CONSENT:

A handwritten signature in cursive script, reading "J. Michael Harrell", positioned above a horizontal line.

Jernigan Oil & Propane Co., Inc.
Mr. Michael Harrell
PO Box 688
Ahoskie, NC 27910

A handwritten signature in cursive script, reading "Stephen Benjamin", positioned above a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROWAN

IN THE MATTER OF:)

JERRY'S SHELL SERVICE)

600 JAKE ALEXANDER BLVD. W.)

SALISBURY, NC 28147)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Jerry's Shell Service.

- A. On 3/24/2014, the Standards Division conducted inspection #48416 of the propane facility at Jerry's Shell Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/22/2014, the Standards Division conducted inspection #49160 of the propane facility at Jerry's Shell Service. This inspection revealed the item found to be in violation on 3/24/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Jerry's Shell Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(7.2.2.1 & 4.4) Personnel trained - for safe fueling

- D. On or about 9/25/2014, the Standards Division assessed Jerry's Shell Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Jerry's Shell Service agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/10/2015.
- F. Breach of any conditions in paragraph (a) above by Jerry's Shell Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Jerry's Shell Service for such payment. Failure by Jerry's Shell Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Jerry's Shell Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of December 2014.

BY CONSENT:

Jerry's Shell Service
Mr. Gerald Alligood
600 Jake Alexander Blvd. W.
Salisbury, NC 28147

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Gerald Alligood
Jerry's Shell Service
600 Jake Alexander Blvd. W.
Salisbury, NC 28147

JUL 27 2016

V# 60618

Attn: Adam

CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

OF WAKE

RECEIVED AUG 04 2016

IN THE MATTER OF:)
JOHNSON CONCRETE COMPANY -)
1401 HWY 42)
WILLOW SPRING, NC 27592)

FOR VIOLATIONS OF:)
G.S. §119-58(a))

SETTLEMENT AGREEMENT

INV# 51888

Desc: License Violation

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Johnson Concrete Company - Willow Spring.

- A. On 7/5/2016, the Standards Division conducted inspection #51888 of the propane facility at Johnson Concrete Company - Willow Spring. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Johnson Concrete Company - Willow Spring, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 7/6/2016, the Standards Division assessed Johnson Concrete Company - Willow Spring a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Johnson Concrete Company - Willow Spring agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/12/2016.

- E. Breach of any conditions in paragraph (a) above by Johnson Concrete Company - Willow Spring may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Johnson Concrete Company - Willow Spring for such payment. Failure by Johnson Concrete Company - Willow Spring to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Johnson Concrete Company - Willow Spring acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

CPO 6125-03

9-080416

NO Signature

NORTH CAROLINA
COUNTY OF ROCKINGHAM

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
TRIAD ROAD MAINTENANCE COMPANY)
2698 GIBBS ROAD)
REIDSVILLE, NC 27320)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Kallam Oil & Gas Company, Inc..

- A. On 5/29/2014, the Standards Division conducted inspection #48719 of the propane facility at Triad Road Maintenance Company Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/9/2014, the Standards Division conducted inspection #49104 of the propane facility at Triad Road Maintenance Company Inc.. This inspection revealed the item found to be in violation on 5/29/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Kallam Oil & Gas Company, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.23.2) 15 feet from non-explosive proof electrical wiring and fixtures

- D. On or about 9/12/2014, the Standards Division assessed Kallam Oil & Gas Company, Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Kallam Oil & Gas Company, Inc. agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/30/2014.
- F. Breach of any conditions in paragraph (a) above by Kallam Oil & Gas Company, Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Kallam Oil & Gas Company, Inc. for such payment. Failure by Kallam Oil & Gas Company, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Kallam Oil & Gas Company, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ay of October 2014.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Gray Johnson", is written over a horizontal line.

Kallam Oil & Gas Company, Inc.
Gray Johnson
201 S Dalton St
Madison, NC 27025

A handwritten signature in blue ink, appearing to read "Stephen Benjamin", is written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROCKINGHAM

IN THE MATTER OF:)

KALLAM OIL & GAS COMPANY, INC.)

201 S. DALTON ST.)

MADISON, NC 27025)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Kallam Propane.

- A. On 1/27/2015, the Standards Division conducted inspection #208540 of the propane facility at Kallam Oil & Gas Company, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Kallam Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
 - (49 CFR 173.315(n)(3)) Remote shutdown present and operational
- C. On or about 1/30/2015, the Standards Division assessed Kallam Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Kallam Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/20/2015.
- E. Breach of any conditions in paragraph (a) above by Kallam Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Kallam Propane for such payment. Failure by Kallam Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Kallam Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of February 2015.

BY CONSENT:

Kallam Propane
Gray Johnson
201 S Dalton St
Madison, NC 27025

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Gray Johnson
Kallam Propane
201 S Dalton St
Madison, NC 27025

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIDSON

IN THE MATTER OF:)

KELLY'S MIDWAY GAS CENTER)

1339 NATIONAL HIGHWAY)

THOMASVILLE, NC 27360)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Kelly's Midway Gas Center.

- A. On 11/14/2013, the Standards Division conducted inspection #47920 of the propane facility at Kelly's Midway Gas Center. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/9/2014, the Standards Division conducted inspection #48054 of the propane facility at Kelly's Midway Gas Center. This inspection revealed the item found to be in violation on 11/14/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Kelly's Midway Gas Center, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- D. On or about 1/15/2014, the Standards Division assessed Kelly's Midway Gas Center a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Kelly's Midway Gas Center agrees to pay the sum of \$182.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/27/2014.
- F. Breach of any conditions in paragraph (a) above by Kelly's Midway Gas Center may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Kelly's Midway Gas Center for such payment. Failure by Kelly's Midway Gas Center to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Kelly's Midway Gas Center acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of May 2014.

BY CONSENT:

Kelly's Midway Gas Center
Mr. Kirk Clinard
520 Albertson Rd.
Thomasville, NC 27360

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Kirk Clinard
Kelly's Midway Gas Center
520 Albertson Rd.
Thomasville, NC 27360

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF VANCE

IN THE MATTER OF:)

KERR LAKE BAIT & TACKLE)

2989 NUTBUSH RD.)

HENDERSON, NC 27537)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Kerr Lake Bait & Tackle.

- A. On 6/11/2014, the Standards Division conducted inspection #48766 of the propane facility at Kerr Lake Bait & Tackle. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Kerr Lake Bait & Tackle, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 6/17/2014, the Standards Division assessed Kerr Lake Bait & Tackle a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Kerr Lake Bait & Tackle agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/8/2014.
- E. Breach of any conditions in paragraph (a) above by Kerr Lake Bait & Tackle may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Kerr Lake Bait & Tackle for such payment. Failure by Kerr Lake Bait & Tackle to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Kerr Lake Bait & Tackle acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of July 2014.

BY CONSENT:

Kerr Lake Bait & Tackle
Mr. Abdo Saleh
410 S. Garnett St.
Henderson, NC 27536

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Abdo Saleh
Kerr Lake Bait & Tackle
410 S. Garnett St.
Henderson, NC 27536

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF VANCE

IN THE MATTER OF:)
KERR LAKE BAIT & TACKLE)
2989 NUTBUSH RD.)
HENDERSON, NC 27537)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Kerr Lake Bait & Tackle.

- A. On 12/11/2017, the Standards Division conducted inspection #53818 of the propane facility at Kerr Lake Bait & Tackle. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Kerr Lake Bait & Tackle, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
 - (6.25.3, 7.2.3.2(B)) No open flame, no ignition source within 25 ft, No Smoking Sign
 - (6.7.2.1) Tanks other than those being filled stored no closer than 10 ft.
 - (7.2.2.1, 4.4) Personnel trained - for safe fueling
- C. On or about 12/12/2017, the Standards Division assessed Kerr Lake Bait & Tackle a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Kerr Lake Bait & Tackle agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/25/2018.
- E. Breach of any conditions in paragraph (a) above by Kerr Lake Bait & Tackle may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Kerr Lake Bait & Tackle for such payment. Failure by Kerr Lake Bait & Tackle to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Kerr Lake Bait & Tackle acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

as is the 23rd day of February 2018.

BY CONSENT:



Kerr Lake Bait & Tackle
Mr. Abdo Saleh
410 S. Garnett St.
Henderson, NC 27536



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

COUNTY OF LEE

IN THE MATTER OF:)

LEE BRICK #4)

3613 HAWKINS AVE.)

SANFORD, NC 27330)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Lee Brick #4.

- A. On 10/24/2013, the Standards Division conducted inspection #41409 of the propane facility at Lee Brick #4. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/19/2013, the Standards Division conducted inspection #41577 of the propane facility at Lee Brick #4. This inspection revealed the item found to be in violation on 10/24/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Lee Brick #4, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1 (piping)) Leak free

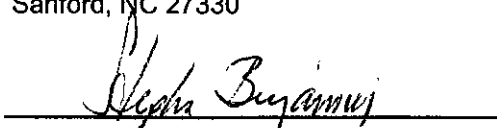
- D. On or about 12/27/2013, the Standards Division assessed Lee Brick #4 a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Lee Brick #4 agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/7/2014.
- F. Breach of any conditions in paragraph (a) above by Lee Brick #4 may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Lee Brick #4 for such payment. Failure by Lee Brick #4 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Lee Brick #4 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 8th day of January 2014.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Danny Isley", is written over a horizontal line.

Lee Brick #4
Mr. Danny Isley
3704 Hawkins Ave.
Sanford, NC 27330

A handwritten signature in black ink, appearing to read "Stephen Benjamin", is written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF GUILFORD

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
LIFTONE)
8-B LOCKHEED CT)
GREENSBORO, NC 27409-9060)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and LiftOne.

- A. On 12/6/2016, the Standards Division conducted inspection #215601 of the propane facility at LiftOne. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that LiftOne, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.20.5.2) Engine fuel cylinder stored properly
- C. On or about 12/7/2016, the Standards Division assessed LiftOne a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. LiftOne agrees to pay the sum of \$126.76 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/3/2017.
- E. Breach of any conditions in paragraph (a) above by LiftOne may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to LiftOne for such payment. Failure by LiftOne to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. LiftOne acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of November 2017.

BY CONSENT:

LiftOne
Mr. Todd Hickman
413 Gallimore Dairy Rd
Greensboro, NC 27409-9726

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
LIGHTHOUSE HARBOR LLC.)
329 ATLANTIC AVE.)
KURE BEACH, NC 28449)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Lighthouse Harbor LLC..

- A. On 3/28/2014, the Standards Division conducted inspection #204456 of the propane facility at Lighthouse Harbor LLC.. This inspection revealed violations of nine items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/8/2014, the Standards Division conducted inspection #204906 of the propane facility at Lighthouse Harbor LLC.. This inspection revealed all of the items found to be in violation on 3/28/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Lighthouse Harbor LLC., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

- (5.2.8.2 & 5.2.8.3) Data plate, cylinder marking
- (6.3.4) Separation from source of ignition
- (5.2.1.4) Dents, gouges, bulges, corrosion
- (6.6.1.2 & 6.6.6.1(B&E)) Protection from impact by vehicles
- (6.6.6.1(I)) Cathodic protection present/condition (UG)
- (5.7.8.1(F)) Valve accessible to emergency responders
- (5.7.7.2) Valves not connected, capped/plugged
- (G.S. 119.58) Supplier identified
- (6.7.2.4) Relief valve cover

- D. On or about 7/11/2014, the Standards Division assessed Lighthouse Harbor LLC. a civil penalty of \$2,400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Lighthouse Harbor LLC. agrees to pay the sum of \$1,200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/21/2014.

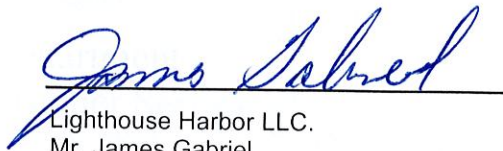
F.

Breach of any conditions in paragraph (a) above by Lighthouse Harbor LLC. may render due and payable the entire amount of the \$2,400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Lighthouse Harbor LLC. for such payment. Failure by Lighthouse Harbor LLC. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

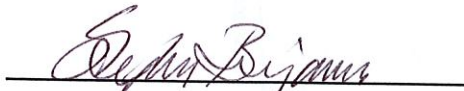
- G. Lighthouse Harbor LLC. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of July 2014.

BY CONSENT:



Lighthouse Harbor LLC.
Mr. James Gabriel
P.O. Box 254
Kure Beach, NC 28449



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF ROBESON

IN THE MATTER OF:

LUMBEE FISH MARKET

963 PROSPECT RD.

PEMBROKE, NC 28372

FOR VIOLATIONS OF:

G.S. §119-58(a)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Lumbee Fish Market.

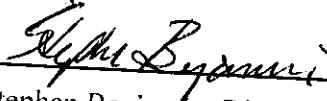
- A. On 7/1/2016, the Standards Division conducted inspection #51886 of the propane facility at Lumbee Fish Market. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Lumbee Fish Market, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 7/5/2016, the Standards Division assessed Lumbee Fish Market a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Lumbee Fish Market agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/29/2017.
- E. Breach of any conditions in paragraph (a) above by Lumbee Fish Market may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Lumbee Fish Market for such payment. Failure by Lumbee Fish Market to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Lumbee Fish Market acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of May 2017.

BY CONSENT:

Lumbee Fish Market
Ms. Emma Locklear
323 River Ridge Road
Lumberton, NC 28360



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

ROBESON

MATTER OF:)
LUMBEE FISH MARKET)
1663 PROSPECT RD.)
PEMBROKE, NC 28372)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Lumbee Fish Market.

- A. On 7/1/2016, the Standards Division conducted inspection #212540 of the propane facility at Lumbee Fish Market. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Lumbee Fish Market, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.20.1.2(A)) The use of cylinders indoors shall be only for purposes listed. Normal food preparation is not a permitted activity.
- C. On or about 7/7/2016, the Standards Division assessed Lumbee Fish Market a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Lumbee Fish Market agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/2/2016.
- E. Breach of any conditions in paragraph (a) above by Lumbee Fish Market may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Lumbee Fish Market for such payment. Failure by Lumbee Fish Market to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Lumbee Fish Market acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

August 2016.

BY CONSENT:

Lumbee Fish Market
Ms. Emma Locklear
323 River Ridge Road
Lumberton, NC 28360



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

This is the 4th day of November 2016.

BY CONSENT:

Billy Williamson

Lumber River Campground
Mr. Billy Williamson
429 Tarland Road
Evergreen, NC 28438

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

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STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROBESON

IN THE MATTER OF:)

PEMBROKE HARDWARE CO., INC.)

7331 NC HWY 711)

PEMBROKE, NC 28372)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Lumber River Propane.

- A. On 7/23/2014, the Standards Division conducted inspection #48936 of the propane facility at Pembroke Hardware Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/29/2014, the Standards Division conducted inspection #49073 of the propane facility at Pembroke Hardware Co., Inc.. This inspection revealed the item found to be in violation on 7/23/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Lumber River Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.18.2.3 & 6.25.3.17) remote control switch
- D. On or about 9/4/2014, the Standards Division assessed Lumber River Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Lumber River Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/9/2014.
- F. Breach of any conditions in paragraph (a) above by Lumber River Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Lumber River Propane for such payment. Failure by Lumber River Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Lumber River Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of September 2014.

BY CONSENT:

Lumber River Propane
Mr. Greg Lane
101 Warwick Mill Rd.
Lumberton, NC 28358

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Greg Lane
Lumber River Propane
101 Warwick Mill Rd.
Lumberton, NC 28358

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROBESON

IN THE MATTER OF:)

SWIN-LOCH, INC.)

1675 N. ROBERTS AVE.)

LUMBERTON, NC 28358)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Lumber River Trading Company.

- A. On 10/7/2015, the Standards Division conducted inspection #50732 of the propane facility at Swin-Loch, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/14/2015, the Standards Division conducted inspection #51006 of the propane facility at Swin-Loch, Inc.. This inspection revealed the item found to be in violation on 10/7/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Lumber River Trading Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- D. On or about 12/15/2015, the Standards Division assessed Lumber River Trading Company a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Lumber River Trading Company agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/17/2016.
- F. Breach of any conditions in paragraph (a) above by Lumber River Trading Company may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Lumber River Trading Company for such payment. Failure by Lumber River Trading Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Lumber River Trading Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of December 2015.

BY CONSENT:

Lumber River Trading Company
Mr Al Locklear
1675 N. Roberts Ave.
Lumberton, NC 28358

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr Al Locklear
Lumber River Trading Company
1675 N. Roberts Ave.
Lumberton, NC 28358

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

IN THE MATTER OF:

MCDONALD SUPPLY CO.

4575 NC HWY 49 N.

CONCORD, NC 28025

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

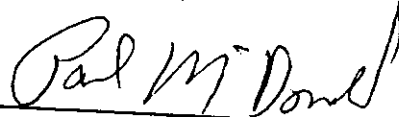
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and McDonald Supply Co..

- A. On 5/13/2014, the Standards Division conducted inspection #48662 of the propane facility at McDonald Supply Co.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/30/2014, the Standards Division conducted inspection #48957 of the propane facility at McDonald Supply Co.. This inspection revealed the item found to be in violation on 5/13/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that McDonald Supply Co., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

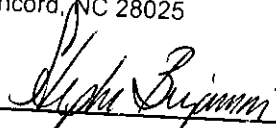
(7.2.2.1 & 4.4) Personnel trained - for safe fueling
- D. On or about 8/5/2014, the Standards Division assessed McDonald Supply Co. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. McDonald Supply Co. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/25/2014.
- F. Breach of any conditions in paragraph (a) above by McDonald Supply Co. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to McDonald Supply Co. for such payment. Failure by McDonald Supply Co. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. McDonald Supply Co. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 26th day of August 2014.

BY CONSENT:



McDonald Supply Co.
Mr. Paul McDonald
4575 NC Hwy 49 N.
Concord, NC 28025



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

JOHNSTON

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

MATTER OF:

McLAMB'S LP GAS & SUPPLY, INC.

996 S MARKET ST

BENSON, NC 27504

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

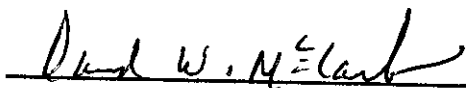
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and McLamb's LP Gas & Supply, Inc..

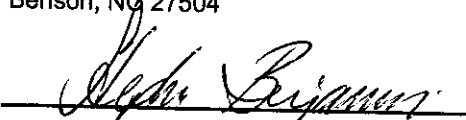
- A. On 7/9/2014, the Standards Division conducted inspection #42492 of the propane facility at McLamb's LP Gas & Supply, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that McLamb's LP Gas & Supply, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (14.2.1.6) Container ESVs and internal valves closed if unattended
- C. On or about 7/15/2014, the Standards Division assessed McLamb's LP Gas & Supply, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. McLamb's LP Gas & Supply, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/24/2014.
- E. Breach of any conditions in paragraph (a) above by McLamb's LP Gas & Supply, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to McLamb's LP Gas & Supply, Inc. for such payment. Failure by McLamb's LP Gas & Supply, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. McLamb's LP Gas & Supply, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

of July 2014.

BY CONSENT:

A handwritten signature in black ink, appearing to read "David W. McLamb", written over a horizontal line.

McLamb's LP Gas & Supply, Inc.
Mr. David W. McLamb
3469 NC Hwy 242 S.
Benson, NC 27504

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF JOHNSTON

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
MCLAMB'S LP GAS & SUPPLY, INC.)
3417 NC HWY 242 S)
BENSON, NC 27504)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

4700

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and McLamb's LP Gas & Supply, Inc..

- A. On 8/4/2014, the Standards Division conducted inspection #204980 of the propane facility at McLamb's LP Gas & Supply, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that McLamb's LP Gas & Supply, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops
- C. On or about 8/7/2014, the Standards Division assessed McLamb's LP Gas & Supply, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. McLamb's LP Gas & Supply, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/10/2014.
- E. Breach of any conditions in paragraph (a) above by McLamb's LP Gas & Supply, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to McLamb's LP Gas & Supply, Inc. for such payment. Failure by McLamb's LP Gas & Supply, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. McLamb's LP Gas & Supply, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

11th day of August 2014.

BY CONSENT:



McLamb's LP Gas & Supply, Inc.
Mr. David W. McLamb
3469 NC Hwy 242 S.
Benson, NC



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF ALAMANCE

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
MCLEOD LP GAS SALES, INC.)
933 W. CENTER ST.)
MEBANE, NC 27302)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and McLeod LP Gas Sales, Inc..

- A. On 8/19/2015, the Standards Division conducted inspection #209274 of the propane facility at McLeod LP Gas Sales, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that McLeod LP Gas Sales, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
 - (49 CFR 173.315(n)(3)) Remote shutdown present and operational
- C. On or about 8/20/2015, the Standards Division assessed McLeod LP Gas Sales, Inc. a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. McLeod LP Gas Sales, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/17/2015.
- E. Breach of any conditions in paragraph (a) above by McLeod LP Gas Sales, Inc. may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to McLeod LP Gas Sales, Inc. for such payment. Failure by McLeod LP Gas Sales, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. McLeod LP Gas Sales, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 17th day of September 2015.

BY CONSENT:

McLeod LP Gas Sales, Inc.
Mr. Mike Tompkins
PO Box 100
Mebane, NC 27302

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF SCOTLAND

IN THE MATTER OF:

M & J LP-GAS COMPANY

17549 FIELDCREST RD.

LAURINBURG, NC 28352

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

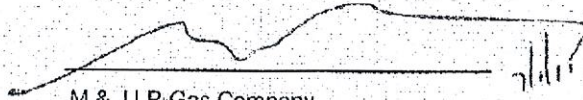
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and M & J LP-Gas Company.

- A. On 2/4/2015, the Standards Division conducted inspection #43484 of the propane facility at M&J Gas. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/7/2015, the Standards Division conducted inspection #43945 of the propane facility at M&J Gas. This inspection revealed both of the items found to be in violation on 2/4/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that M & J LP-Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
- D. On or about 5/13/2015, the Standards Division assessed M & J LP-Gas Company a civil penalty of \$850.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. M & J LP-Gas Company agrees to pay the sum of \$425.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/30/2015.
- F. Breach of any conditions in paragraph (a) above by M & J LP-Gas Company may render due and payable the entire amount of the \$850.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to M & J LP-Gas Company for such payment. Failure by M & J LP-Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. M & J LP-Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

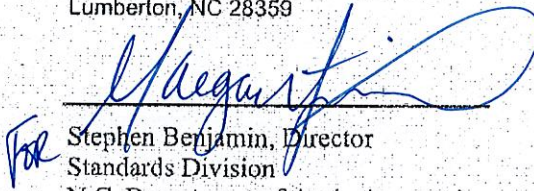
DISTRICT:	5200
CODES:	590130 - \$425.
DATE	7-1-15
APPROVED	

This is the 30th day of June 2015.

BY CONSENT:



M & J LP-Gas Company
Mr. Mike Gibney
1911 East 5th Street
Lumberton, NC 28359



For Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF COLUMBUS

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
GARLAND PIGGLY WIGGLY, INC.)
121 E. STRAWBERRY BLVD)
CHADBOURN, NC 28430)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and M & J LP-Gas Company.

- A. On 12/16/2014, the Standards Division conducted inspection #49506 of the propane facility at Garland Piggly Wiggly, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 2/10/2015, the Standards Division conducted inspection #49720 of the propane facility at Garland Piggly Wiggly, Inc.. This inspection revealed the item found to be in violation on 12/16/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that M & J LP-Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.2) protection from vehicles

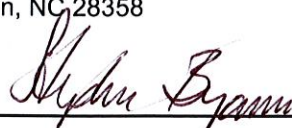
- D. On or about 7/7/2015, the Standards Division assessed M & J LP-Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. M & J LP-Gas Company agrees to pay the sum of \$185.86 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2016.
- F. Breach of any conditions in paragraph (a) above by M & J LP-Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to M & J LP-Gas Company for such payment. Failure by M & J LP-Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. M & J LP-Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 25th day of April 2016.

BY CONSENT:



M & J LP Gas Company
Mr. Edward Hayes
PO Box 2037
Lumberton, NC 28358



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

GARLAND PIGGLY WIGGLY, INC)

872 CONWAY RD)

FAIR BLUFF, NC 28439-9529)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and M & J LP-Gas Company.

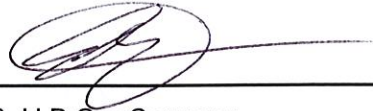
- A. On 12/16/2014, the Standards Division conducted inspection #49505 of the propane facility at Garland Piggly Wiggly, Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/11/2015, the Standards Division conducted inspection #49861 of the propane facility at Garland Piggly Wiggly, Inc. This inspection revealed the item found to be in violation on 12/16/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 7/14/2015, the Standards Division conducted inspection #50377 of the propane facility at Garland Piggly Wiggly, Inc. This inspection revealed the item found to be in violation on 3/11/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that M & J LP-Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.2) protection from vehicles

- E. On or about 7/17/2015, the Standards Division assessed M & J LP-Gas Company a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. M & J LP-Gas Company agrees to pay the sum of \$312.63 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2016.
- G. Breach of any conditions in paragraph (a) above by M & J LP-Gas Company may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to M & J LP-Gas Company for such payment. Failure by M & J LP-Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. M & J LP-Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

, is the 25th day of April 2016.

BY CONSENT:



M & J LP-Gas Company
Mr. Edward Hayes
PO Box 2037
Lumberton, NC 28358



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BLADEN

IN THE MATTER OF:)

RESIDENCE)

205 CLAYTON PAIR RD.)

DUBLIN, NC 28332)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and M & J LP-Gas Company.

- A. On 3/3/2014, the Standards Division conducted inspection #204376 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/8/2014, the Standards Division conducted inspection #204503 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 3/3/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that M & J LP-Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.14.1) No leaks
 - (G.S. 119.58) Supplier identified
- D. On or about 4/11/2014, the Standards Division assessed M & J LP-Gas Company a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. M & J LP-Gas Company agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2014.
- F. Breach of any conditions in paragraph (a) above by M & J LP-Gas Company may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to M & J LP-Gas Company for such payment. Failure by M & J LP-Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. M & J LP-Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of April 2014.

BY CONSENT:

M & J LP-Gas Company
Mr. Mike Gibney
PO Box 2037
Lumberton, NC 28359

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Mike Gibney
M & J LP-Gas Company
PO Box 2037
Lumberton, NC 28359

STATE OF NORTH CAROLINA

COUNTY OF RICHMOND

IN THE MATTER OF:)

MORRISON CORRECTIONAL INSTITUTION)

1573 MCDONALD CHURCH RD.)

HOFFMAN, NC 28347)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Morrison Correctional Institution.

- A. On 10/31/2013, the Standards Division conducted inspection #41453 of the propane facility at Morrison Correctional Institution. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/21/2014, the Standards Division conducted inspection #41628 of the propane facility at Morrison Correctional Institution. This inspection revealed all of the item found to be in violation on 10/31/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Morrison Correctional Institution, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Plans for stationary installations of large propane tanks must be made to the authority having jurisdiction prior to installation.

- D. On or about 1/24/2014, the Standards Division assessed Morrison Correctional Institution a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Morrison Correctional Institution agrees to pay the sum of \$253.53 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/1/2015.
- F. Breach of any conditions in paragraph (a) above by Morrison Correctional Institution may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Morrison Correctional Institution for such payment. Failure by Morrison Correctional Institution to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Morrison Correctional Institution acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of December 2014.

BY CONSENT:

William N. Stovall

Morrison Correctional Institution

~~Connie Barton~~

William N. Stovall

MSC 4216

Raleigh, NC 27699-4216

Stephen Benjamin

Stephen Benjamin, Director

Standards Division

N.C. Department of Agriculture and

Consumer Services

1050 Mail Service Center

Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF RICHMOND

IN THE MATTER OF:)

MORRISON CORRECTIONAL INSTITUTION)

1573 MCDONALD CHURCH RD.)

HOFFMAN, NC 28347)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Morrison Correctional Institution.

- A. On 10/31/2013, the Standards Division conducted inspection #41453 of the propane facility at Morrison Correctional Institution. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/21/2014, the Standards Division conducted inspection #41628 of the propane facility at Morrison Correctional Institution. This inspection revealed all of the item found to be in violation on 10/31/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/31/2014, the Standards Division conducted inspection #41943 of the propane facility at Morrison Correctional Institution. This inspection revealed all of the item found to be in violation on 1/21/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Morrison Correctional Institution, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Plans for stationary installations of large propane tanks must be made to the authority having jurisdiction prior to installation.

- E. On or about 4/3/2014, the Standards Division assessed Morrison Correctional Institution a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Morrison Correctional Institution agrees to pay the sum of \$558.91 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/1/2015.
- G. Breach of any conditions in paragraph (a) above by Morrison Correctional Institution may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Morrison Correctional Institution for such payment. Failure by Morrison Correctional Institution to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Morrison Correctional Institution acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of December 2014.

BY CONSENT:

William N. Stovall

Morrison Correctional Institution

~~Connie Barten~~

William N. Stovall

MSC 4216

Raleigh, NC 27699-4216

Stephen Benjamin

Stephen Benjamin, Director

Standards Division

N.C. Department of Agriculture and

Consumer Services

1050 Mail Service Center

Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF RICHMOND

IN THE MATTER OF:)

MORRISON CORRECTIONAL INSTITUTION)

1573 MCDONALD CHURCH RD.)

HOFFMAN, NC 28347)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Morrison Correctional Institution.

- A. On 10/31/2013, the Standards Division conducted inspection #41453 of the propane facility at Morrison Correctional Institution. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/21/2014, the Standards Division conducted inspection #41628 of the propane facility at Morrison Correctional Institution. This inspection revealed all of the item found to be in violation on 10/31/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/31/2014, the Standards Division conducted inspection #41943 of the propane facility at Morrison Correctional Institution. This inspection revealed all of the item found to be in violation on 1/21/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 6/11/2014, the Standards Division conducted inspection #42335 of the propane facility at Morrison Correctional Institution. This inspection revealed all of the item found to be in violation on 3/31/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Morrison Correctional Institution, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(4.3.1) Plans for stationary installations of large propane tanks must be made to the authority having jurisdiction prior to installation.

- F. On or about 6/17/2014, the Standards Division assessed Morrison Correctional Institution a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Morrison Correctional Institution agrees to pay the sum of \$547.52 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/1/2015.
- H. Breach of any conditions in paragraph (a) above by Morrison Correctional Institution may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Morrison Correctional Institution for such payment. Failure by Morrison Correctional Institution to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- I. Morrison Correctional Institution acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

This is the 2nd day of December 2014.

BY CONSENT:

William N. Stovall

Morrison Correctional Institution

~~Connie Barton~~ *William N. Stovall*

MSC 4216

Raleigh, NC 27699-4216

Stephen Benjamin

Stephen Benjamin, Director

Standards Division

N.C. Department of Agriculture and

Consumer Services

1050 Mail Service Center

Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MECKLENBURG

IN THE MATTER OF:)
MULBERRY EXPRESS)
3215 QUEEN CITY DRIVE)
CHARLOTTE, NC 28110)

SETTLEMENT AGREEMENT

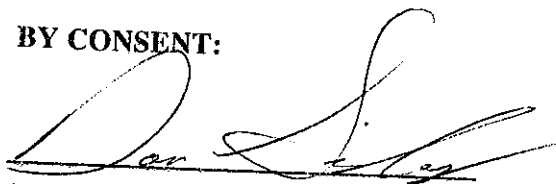
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Mulberry Express.

- A. On 11/17/2015, the Standards Division conducted inspection #50913 of the propane facility at Mulberry Express. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Mulberry Express, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
- (G.S. 119) Registered - license current
 - (6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating
 - (02 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.
- C. On or about 11/23/2015, the Standards Division assessed Mulberry Express a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. Mulberry Express agrees to pay the sum of \$135.54 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/7/2017.
- E. Breach of any conditions in paragraph (a) above by Mulberry Express may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Mulberry Express for such payment. Failure by Mulberry Express to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Mulberry Express acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

his is the 7th day of September 2017.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Don Sigley", written over a horizontal line.

Mulberry Express
Mr. Don Sigley
P O Box 36505
Charlotte, NC 28236-6505

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

IN THE MATTER OF:

MULCH EXPRESS

2677 US HWY 13 N

GOLDSBORO, NC 27534

FOR VIOLATIONS OF:

G.S. §119-58(a)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

Glenn Thomas

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Mulch Express.

- A. On 9/20/2017, the Standards Division conducted inspection #53560 of the propane facility at Mulch Express. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Mulch Express, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 9/21/2017, the Standards Division assessed Mulch Express a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Mulch Express agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/31/2017.
- E. Breach of any conditions in paragraph (a) above by Mulch Express may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Mulch Express for such payment. Failure by Mulch Express to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Mulch Express acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 1st day of December 2017.

BY CONSENT:

Glenn Thomas

Mulch Express
Mr. Glenn Thomas
2677 US Hwy 13 N
Goldsboro, NC 27534

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ORANGE

IN THE MATTER OF:)

MULTIFLORA GREENHOUSES INC.)

1623 NEW SHARON CHURCH ROAD)

HILLSBOROUGH, NC 27278)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Multiflora Greenhouses Inc..

- A. On 12/17/2013, the Standards Division conducted inspection #48011 of the propane facility at Multiflora Greenhouses Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/6/2014, the Standards Division conducted inspection #48189 of the propane facility at Multiflora Greenhouses Inc.. This inspection revealed the item found to be in violation on 12/17/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Multiflora Greenhouses Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(7.2.2.1, 4.4) Personnel trained - for safe fueling

- D. On or about 2/12/2014, the Standards Division assessed Multiflora Greenhouses Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Multiflora Greenhouses Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/11/2014.
- F. Breach of any conditions in paragraph (a) above by Multiflora Greenhouses Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Multiflora Greenhouses Inc. for such payment. Failure by Multiflora Greenhouses Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Multiflora Greenhouses Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of March 2014.

BY CONSENT:

Multiflora Greenhouses Inc.
Mr. Jake Rijdes
1623 New Sharon Church Road
Hillsborough, NC 27278

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jake Rijdes
Multiflora Greenhouses Inc.
1623 New Sharon Church Road
Hillsborough, NC 27278

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

NEIGHBORHOOD PROPANE)

9111 OCEAN HIGHWAY EAST)

LELAND, NC 28451)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Neighborhood Propane.

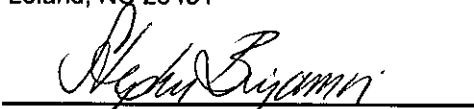
- A. On 5/29/2013, the Standards Division conducted inspection #47167 of the propane facility at Neighborhood Propane. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 7/17/2013, the Standards Division conducted inspection #47398 of the propane facility at Neighborhood Propane. This inspection revealed both of the items found to be in violation on 5/29/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Neighborhood Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.8.3) name plate
 - (6.25.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating
 - (6.24.3.9) Remote actuation for Internal valve or ESV must be at least 3 feet and not more than 100 feet from the point of transfer.
- D. On or about 7/23/2013, the Standards Division assessed Neighborhood Propane a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Neighborhood Propane agrees to pay the sum of \$383.67 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/26/2014.
- F. Breach of any conditions in paragraph (a) above by Neighborhood Propane may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Neighborhood Propane for such payment. Failure by Neighborhood Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Neighborhood Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

on the 10th day of June 2014.

BY CONSENT:



Neighborhood Propane
Mr. James Bozeman
9111 Ocean Highway East
Leland, NC 28451



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CRAVEN

IN THE MATTER OF:

NEW BERN KOA

1565 B ST

NEW BERN, NC 28560

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and New Bern KOA.

- A. On 12/14/2017, the Standards Division conducted inspection #53831 of the propane facility at New Bern KOA. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that New Bern KOA, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(Chapter 7) Observed proper fuel transfer

(7.2.2.1, 4.4) Personnel trained - for safe fueling

- C. On or about 12/19/2017, the Standards Division assessed New Bern KOA a civil penalty of \$100.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. New Bern KOA agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/11/2018.
- E. Breach of any conditions in paragraph (a) above by New Bern KOA may render due and payable the entire amount of the \$100.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to New Bern KOA for such payment. Failure by New Bern KOA to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. New Bern KOA acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of February 2018.

BY CONSENT:

New Bern KOA by B. Day GM
2/9/18

New Bern KOA
Ms. Bonnie Day
1565 B St
New Bern, NC 28560

Stephen Benjamin
Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:
NEW HOPE GAS CO., INC.
1798 N BESTON RD
LA GRANGE, NC 28551

)
)
)
)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

)
)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and New Hope Gas Co., Inc..

- A. On 3/13/2013, the Standards Division conducted inspection #200071 of the propane facility at Suggs Farm. This inspection revealed violations of eight items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that New Hope Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 4.3.1) Site has proper approval

(6.7.2.4)

(6.6.1.4)

(6.9.3.11)

(6.22.3)

(14.2)

(14.3)

(6.25.3)

- C. On or about 3/21/2013, the Standards Division assessed New Hope Gas Co., Inc. a civil penalty of \$200 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. New Hope Gas Co., Inc. agrees to pay the sum of \$100 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/2/2013.

E. Breach of any conditions in paragraph (a) above by New Hope Gas Co., Inc. shall render due and payable the entire amount of the \$200 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to New Hope Gas Co., Inc. for such payment. Failure by New Hope Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.

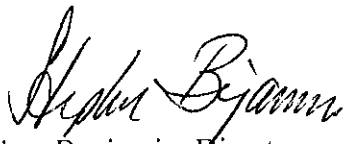
F. New Hope Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of April 2013.

BY CONSENT:

New Hope Gas Co., Inc.
Breen Smith
1798 N Beston Rd
La Grange, NC 28551



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF VANCE

IN THE MATTER OF:)

NICK & SONS TRUCK REPAIR, INC.)

200 BEARPOND RD.)

HENDERSON, NC 27537)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Nick & Sons Truck Repair, Inc..

A. On 7/18/2018, the Standards Division conducted inspection #54545 of the propane facility at Nick & Sons Truck Repair, Inc.. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.

B. As a result of its inspection, the Standards Division alleges that Nick & Sons Truck Repair, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

C. On or about 7/19/2018, the Standards Division assessed Nick & Sons Truck Repair, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. Nick & Sons Truck Repair, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/23/2018.

E. Breach of any conditions in paragraph (a) above by Nick & Sons Truck Repair, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Nick & Sons Truck Repair, Inc. for such payment. Failure by Nick & Sons Truck Repair, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. Nick & Sons Truck Repair, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of August 2018.

BY CONSENT:

Nick & Sons Truck Repair, Inc.
Mr. Charles Bisogno
200 Bearpond Rd.
Henderson, NC 27537



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MARTIN

IN THE MATTER OF:)

OAK CITY STOP & GO)

110 S MAPLE ST)

OAK CITY, NC 27857)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Oak City Stop & Go.

- A. On 7/21/2014, the Standards Division conducted inspection #48921 of the propane facility at Oak City Stop & Go. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Oak City Stop & Go, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
 - (6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating
 - (02 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.
- C. On or about 7/24/2014, the Standards Division assessed Oak City Stop & Go a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Oak City Stop & Go agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/28/2014.
- E. Breach of any conditions in paragraph (a) above by Oak City Stop & Go may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Oak City Stop & Go for such payment. Failure by Oak City Stop & Go to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Oak City Stop & Go acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 29th day of July 2014.

BY CONSENT:

Oak City Stop & Go
Mr. Ashrat Abed
PO Box 597
Oak City, NC 27857

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Ashrat Abed
Oak City Stop & Go
PO Box 597
Oak City, NC 27857

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

ORMOND'S OIL & GAS, INC.)

9475 HWY 70 E)

PRINCETON, NC 27569)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

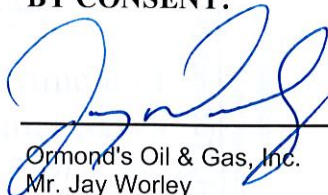
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ormond's Oil & Gas, Inc..

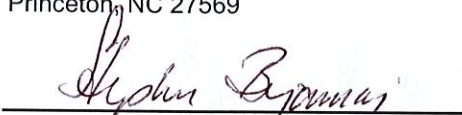
- A. On 6/19/2014, the Standards Division conducted inspection #42401 of the propane facility at Ormond's Oil & Gas, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/4/2014, the Standards Division conducted inspection #42623 of the propane facility at Ormond's Oil & Gas, Inc.. This inspection revealed the item found to be in violation on 6/19/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Ormond's Oil & Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.13) Hydrostatic relief valve where liquid can be trapped
 - (5.9) Valves must meet standards, including being operable.
- D. On or about 8/7/2014, the Standards Division assessed Ormond's Oil & Gas, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ormond's Oil & Gas, Inc. agrees to pay the sum of \$183.76 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/27/2015.
- F. Breach of any conditions in paragraph (a) above by Ormond's Oil & Gas, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ormond's Oil & Gas, Inc. for such payment. Failure by Ormond's Oil & Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Ormond's Oil & Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of May 2015.

BY CONSENT:



Ormond's Oil & Gas, Inc.
Mr. Jay Worley
PO Box 248
Princeton, NC 27569



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

ORMOND'S OIL & GAS, INC.)

677 CUMMINS RD.)

KENLY, NC 27542)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ormond's Oil & Gas, Inc..

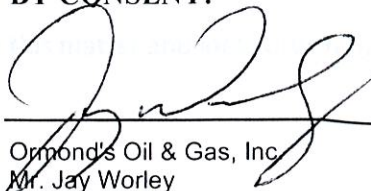
- A. On 2/18/2015, the Standards Division conducted inspection #43552 of the propane facility at Ormond's Oil & Gas, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/30/2015, the Standards Division conducted inspection #43712 of the propane facility at Ormond's Oil & Gas, Inc.. This inspection revealed the item found to be in violation on 2/18/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Ormond's Oil & Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.19.2.5) Piping designed to exclude debris

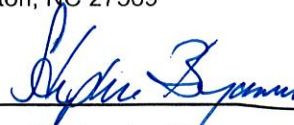
- D. On or about 4/2/2015, the Standards Division assessed Ormond's Oil & Gas, Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ormond's Oil & Gas, Inc. agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/10/2015.
- F. Breach of any conditions in paragraph (a) above by Ormond's Oil & Gas, Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ormond's Oil & Gas, Inc. for such payment. Failure by Ormond's Oil & Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Ormond's Oil & Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of April 2015.

BY CONSENT:



Ormond's Oil & Gas, Inc.
Mr. Jay Worley
PO Box 248
Princeton, NC 27569



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

ORMOND'S OIL & GAS, INC.)

677 CUMMINS RD.)

KENLY, NC 27542)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Ormond's Oil & Gas, Inc..

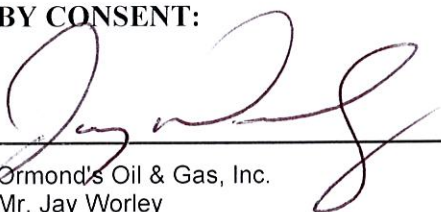
- A. On 2/25/2016, the Standards Division conducted inspection #45093 of the propane facility at Ormond's Oil & Gas, Inc.. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Ormond's Oil & Gas, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(14.2.1.6) Container ESVs and internal valves closed if unattended

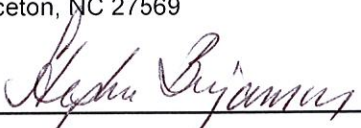
- C. On or about 2/26/2016, the Standards Division assessed Ormond's Oil & Gas, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Ormond's Oil & Gas, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/12/2016.
- E. Breach of any conditions in paragraph (a) above by Ormond's Oil & Gas, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Ormond's Oil & Gas, Inc. for such payment. Failure by Ormond's Oil & Gas, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Ormond's Oil & Gas, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of April 2016.

BY CONSENT:



Ormond's Oil & Gas, Inc.
Mr. Jay Worley
PO Box 248
Princeton, NC 27569



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
17 DAG 07029

ORMOND'S OIL & GAS,

Petitioner,

v.

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION,

Respondent.

SETTLEMENT AGREEMENT

PURSUANT TO N.C. Gen. Stat. 150B-22 and 150B-41(c), which express the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this agreement (the "Agreement") is made and entered into by and between Respondent, the North Carolina Department of Agriculture and Consumer Services, Standards Division (hereinafter the "NCDA&CS"), and Petitioner, Ormond's Oil & Gas (hereinafter "Petitioner"), effective as of the date reflected by the Notary Public for the signature of Stephen Benjamin, Director of the Standards Division, appearing on page 4 of this Agreement.

R E C I T A L S

WHEREAS, Jay Worley is the owner and operator of Ormond's Oil & Gas located at 9535 US Hwy 70E, Princeton, Johnston County, North Carolina 27569;

WHEREAS, on October 3, 2017, NCDA&CS issued Petitioner a civil penalty in the amount of Two Hundred Dollars (\$200.00) for alleged violations of North Carolina LP-Gas Laws and rules;

WHEREAS, Petitioner denies the alleged violations;

WHEREAS, Petitioner timely appealed the October 3, 2017 civil penalty by filing a Petition for a Contested Case Hearing with the North Carolina Office of Administrative Hearings (17 DAG 07029);

WHEREAS, NCDA&CS and Petitioner desire to fully and finally compromise and settle all disputes and controversies between them involving or arising out the October 3, 2017 civil penalty;

WHEREAS, NCDA&CS and Petitioner desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, NCDA&CS and Petitioner agree as follows:

1. The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. By his signature below, Petitioner agrees to pay the sum of Fifty Dollars (\$50.00) to NCDA&CS within thirty (30) days of the effective date of this Agreement.

a. Petitioner's payments will be mailed addressed as follows:

Standards Division
North Carolina Department of Agriculture and Consumer Services
Attention: Stephen Benjamin, Director Standards Division
1050 Mail Service Center
Raleigh, North Carolina 27699-1050

b. Petitioner's payment shall be considered to have been paid on time if Petitioner sends the payment by U.S. Postal Service First Class Mail, or other commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due.

3. By his signature below, Petitioner agrees that, within sixty (60) days of the effective date of this agreement, Petitioner's employee Lemuel Banagas will complete training regarding operation of a LP-Gas transport vehicle and the proper use of wheel stops which is offered and approved by the North Carolina Propane Gas Association. Petitioner further agrees that he will notify NCDA&CS in writing within five (5) days of the training having been completed.

4. By his signature below, Petitioner further agrees to voluntarily dismiss his appeal of the October 3, 2017 civil penalty (17 DAG 07029) with prejudice within thirty (30) days of the effective date of this Agreement.

5. An action to recover any amount under this Agreement shall not relieve any party from any other penalty permitted by law.

6. The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referenced in this Agreement.

7. The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

8. The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described in it, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.

9. The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed and signed by all signatories hereto.


10. The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor or against any party based upon which party drafted or participated in drafting this Agreement.

11. If any of the provisions of this Agreement are later determined to be invalid or unenforceable by a court of competent jurisdiction, the provisions found to be invalid or unenforceable shall be treated as being severable from the other provisions of this Agreement and this Agreement shall be construed and enforced as if any such invalid or unenforceable provision(s) had not been included in the Agreement.

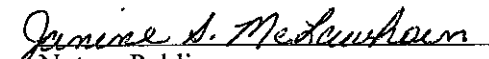
Agreement continues on the follow pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed as of the day and year indicated by their signatures below.

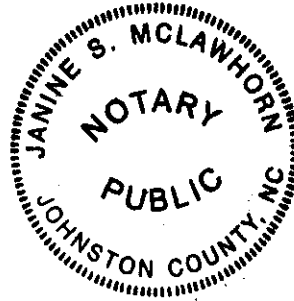
NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
STANDARDS DIVISION

By: 
Stephen Benjamin
Director, Standards Division
NCDA&CS

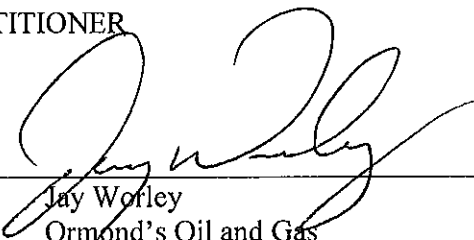
Subscribed and sworn to before me
this the 19 day of January, 2018.


Notary Public

My Commission Expires: 8/9/2022



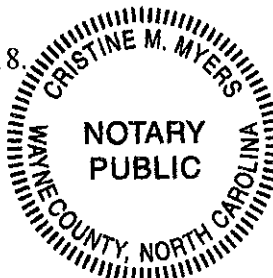
PETITIONER

By: 
Jay Worley
Ormond's Oil and Gas
9535 US Hwy 70E
Princeton, North Carolina 27569

Subscribed and sworn to before me
this the 10 day of January, 2018.


Notary Public

My Commission Expires: 03/27/21



STATE OF NORTH CAROLINA
COUNTY OF GASTON

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #11519
1811 SOUTH NEW HOPE ROAD
GASTONIA, NC 28054

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11519.

- A. On 3/24/2014 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 10.00%, based on 5 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 5/5/2014 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.00%, based on 9 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11519, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

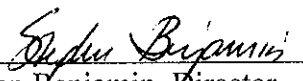
- D. On or about 5/12/2014, the Standards Division assessed Dollar General #11519 a civil penalty of \$1,215.00 for violations of N.C.G.S. § 81A-23.

- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- (a) Dollar General #11519 agrees to pay the sum of \$607.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by July 16, 2014 .
- F. Breach of any conditions in paragraph (a) above by Dollar General #11519 shall render due and payable the entire amount of the \$1,215.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11519 for such payment. Failure by Dollar General #11519 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11519 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 2 day of June, 2014.

BY CONSENT:


~~Chris Jester~~ Steve Deckard, VP Store Operations
Dolgencorp, Inc LLC
Goodlettsville, TN 37072


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050



STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #12527
519 MORGAN ROAD
EDEN, NC 27288

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #12527.

- A. On 3/20/2014 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 4/22/2014 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.67%, based on 8 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #12527, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

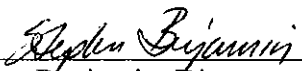
- D. On or about 4/29/2014, the Standards Division assessed Dollar General #12527 a civil penalty of \$1,200.00 for violations of N.C.G.S. § 81A-23.

- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- (a) Dollar General #12527 agrees to pay the sum of \$600.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by July 7, 2014 .
- F. Breach of any conditions in paragraph (a) above by Dollar General #12527 shall render due and payable the entire amount of the \$1,200.00 civil penalty assessment, which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #12527 for such payment. Failure by Dollar General #12527 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #12527 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 7 day of May, 2014.

BY CONSENT:


~~Chris Jester~~ Steve Deckard
DolgnCorp, Inc
Goodlettsville, TN 37072


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #8456
1130 SOUTH POLLOCK STREET
SELMA, NC 27576

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #8456.

- A. On 1/14/2014 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 3/6/2014 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.33%, based on 7 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #8456, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 3/11/2014, the Standards Division assessed Dollar General #8456 a civil penalty of \$735.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #8456 agrees to pay the sum of \$367.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by May 14, 2014 .
- F. Breach of any conditions in paragraph (a) above by Dollar General #8456 shall render due and payable the entire amount of the \$735.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #8456 for such payment. Failure by Dollar General #8456 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #8456 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 27 day of March, 2014.

BY CONSENT:

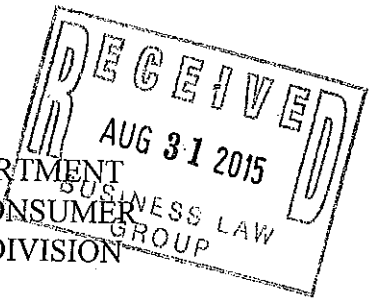
Chris Jester
Dolgencorp, Inc
Goodlettsville, TN 37072

Stephen Benjamin
Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF PITT

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION



IN THE MATTER OF)
DOLLAR GENERAL #13431)
4085 DICKINSON AVENUE EXTENSION)
GREENVILLE, NC 27834)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF)
N.C.G.S. § 81A-23)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #13431.

- A. On 6/30/2015 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 8/6/2015 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.33%, based on 10 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #13431, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

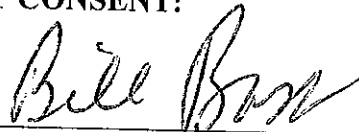
- D. On or about 8/12/2015, the Standards Division assessed Dollar General #13431 a civil penalty of \$1,575.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #13431 agrees to pay the sum of \$787.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by October 12, 2015.
- F. Breach of any conditions in paragraph (a) above by Dollar General #13431 shall render due and payable the entire amount of the \$1,575.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #13431 for such payment. Failure by Dollar General #13431 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #13431 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 27 day of August, 2015.

BY CONSENT:

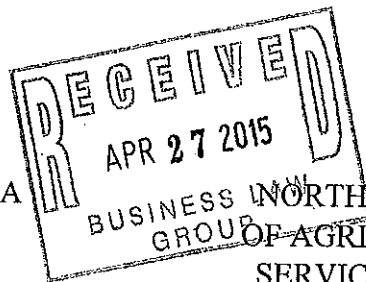


~~Chris Jester~~ Bill Bass, VP Store Services
Dolgencorp, Inc LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN



NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #6285
395 MAIN STREET
BUNN, NC 27508

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #6285.

- A. On 2/25/2015 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 14.00%, based on 7 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 3/26/2015 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.67%, based on 11 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #6285, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 4/6/2015, the Standards Division assessed Dollar General #6285 a civil penalty of \$1,005.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:


- (a) Dollar General #6285 agrees to pay the sum of \$502.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #6285 shall render due and payable the entire amount of the \$1,005.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #6285 for such payment. Failure by Dollar General #6285 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #6285 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 23 day of April, 2015.

BY CONSENT:



Chris Jester
Dolgencorp, Inc LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF BLADEN

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #11168
7460 ALBERT ST.
DUBLIN, NC 28332

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11168.

- A. On 7/21/2016 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 9/6/2016 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.67%, based on 8 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11168, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 9/12/2016, the Standards Division assessed Dollar General #11168 a civil penalty of \$1,005.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #11168 agrees to pay the sum of \$502.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #11168 shall render due and payable the entire amount of the \$1,005.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11168 for such payment. Failure by Dollar General #11168 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11168 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 5 day of October, 2016.

BY CONSENT:



Kelly Collier, Senior Director, Legal (Business)
Dolgnocorp, LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF PENDER

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #9201
15489 HWY 17 NORTH, SUITE 3
HAMPSTEAD, NC 28443

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #9201.

- A. On 5/19/2016 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 6/24/2016 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.33%, based on 7 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #9201, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 6/28/2016, the Standards Division assessed Dollar General #9201 a civil penalty of \$795.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

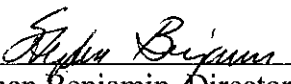
(a) Dollar General #9201 agrees to pay the sum of \$397.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .

- F. Breach of any conditions in paragraph (a) above by Dollar General #9201 shall render due and payable the entire amount of the \$795.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #9201 for such payment. Failure by Dollar General #9201 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #9201 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 14 day of July, 2016.

BY CONSENT:

Chris Jester
DolgnCorp, Inc
Goodlettsville, TN 37072


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF MOORE

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #7052
3350 US HIGHWAY 1
VASS, NC 28394

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #7052.

- A. On 4/7/2016 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 10.00%, based on 5 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 5/19/2016 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.67%, based on 8 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #7052, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 5/31/2016, the Standards Division assessed Dollar General #7052 a civil penalty of \$1,035.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #7052 agrees to pay the sum of \$517.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/27/2016.
- F. Breach of any conditions in paragraph (a) above by Dollar General #7052 shall render due and payable the entire amount of the \$1,035.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #7052 for such payment. Failure by Dollar General #7052 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #7052 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 27 day of June, 2016.

BY CONSENT:

Chris Jester
DolgnCorp, Inc
Goodlettsville, TN 37072

Stephen Benjamin
Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #12773
101 GANYARD FARM WAY
DURHAM, NC 27703

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #12773.

- A. On 3/9/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 4/20/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.00%, based on 9 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #12773, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 4/24/2017, the Standards Division assessed Dollar General #12773 a civil penalty of \$1,035.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

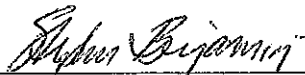
- (a) Dollar General #12773 agrees to pay the sum of \$517.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #12773 shall render due and payable the entire amount of the \$1,035.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #12773 for such payment. Failure by Dollar General #12773 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #12773 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 10 day of May, 2017.

BY CONSENT:



Mia Savaloja, Senior Director Store Ops
Dolgencorp, LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #10976
1200 EAST STADIUM DRIVE
EDEN, NC 27288

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #10976.

- A. On 2/15/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 3/14/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 4.67%, based on 14 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #10976, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 3/16/2017, the Standards Division assessed Dollar General #10976 a civil penalty of \$1,185.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

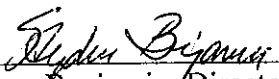
between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #10976 agrees to pay the sum of \$592.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #10976 shall render due and payable the entire amount of the \$1,185.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #10976 for such payment. Failure by Dollar General #10976 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #10976 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 5 day of April, 2017.

BY CONSENT:

Stephanie Frank
DolgnCorp, LLC
Goodlettsville, TN 37072


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF MOORE

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF)
DOLLAR GENERAL #4421)
141 ROBBINS TOWN CENTER, 120 NC)
HIGHWAY 705 N)
ROBBINS, NC 27325)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF)
N.C.G.S. § 81A-23)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #4421.

- A. On 7/13/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 8/14/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.33%, based on 10 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #4421, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

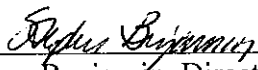
- D. On or about 8/16/2017, the Standards Division assessed Dollar General #4421 a civil penalty of \$915.00 for violations of N.C.G.S. § 81A-23.

- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- (a) Dollar General #4421 agrees to pay the sum of \$457.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #4421 shall render due and payable the entire amount of the \$915.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #4421 for such payment. Failure by Dollar General #4421 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #4421 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 19 day of September, 2017.

BY CONSENT:

Stephanie Frank
Dolgncorp, Inc
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #11032
6934 PLAIN VIEW HWY
DUNN, NC 28334

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11032.

- A. On 8/21/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 9/21/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.33%, based on 7 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11032, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 9/26/2017, the Standards Division assessed Dollar General #11032 a civil penalty of \$690.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

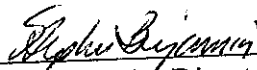
- (a) Dollar General #11032 agrees to pay the sum of \$345.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due within thirty (30) days.
- F. Breach of any conditions in paragraph (a) above by Dollar General #11032 shall render due and payable the entire amount of the \$690.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11032 for such payment. Failure by Dollar General #11032 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11032 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 23 day of October, 2017.

BY CONSENT:



Mia Savaloja, Sr. Director, Store Ops
Dolgenercorp, LLC
100 Mission Ridge
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF HOKE

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #6344
147 DAVIS BRIDGE ROAD
RAEFORD, NC 28376

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #6344.

- A. On 3/8/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 7.00%, based on 7 overcharge scanning errors from an inspection lot of 100 randomly selected items.
- B. On 4/11/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.67%, based on 8 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #6344, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

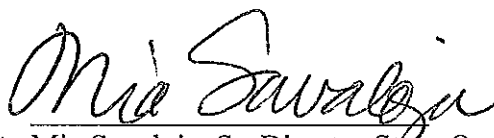
- D. On or about 4/17/2018, the Standards Division assessed Dollar General #6344 a civil penalty of \$705.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

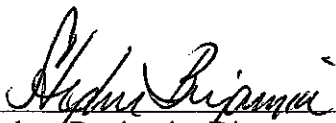
- (a) Dollar General #6344 agrees to pay the sum of \$355.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #6344 shall render due and payable the entire amount of the \$705.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #6344 for such payment. Failure by Dollar General #6344 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #6344 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 9 day of May, 2018.

BY CONSENT:



Mia Savaloja, Sr. Director Store Operations
Dolgencorp, LLC
100 Mission Ridge
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF NASH

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #9490
6424 DEANS ST.
BAILEY, NC 27807

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #9490.

- A. On 9/26/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 10/29/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.00%, based on 9 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #9490, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 11/6/2018, the Standards Division assessed Dollar General #9490 a civil penalty of \$1,620.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

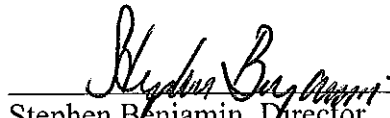
- (a) Dollar General #9490 agrees to pay the sum of \$810.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by December 7, 2018.
- F. Breach of any conditions in paragraph (a) above by Dollar General #9490 shall render due and payable the entire amount of the \$1,620.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #9490 for such payment. Failure by Dollar General #9490 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #9490 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 14 day of November, 2018.

BY CONSENT:



Steven R. Deckard
Chief Executive Officer
Dolgencorp, LLC
100 Mission Ridge
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Emile J.

STATE OF NORTH CAROLINA
COUNTY OF PENDER

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF)
Piggly Wiggly # 91)
103 South Dudley St.)
Burgaw, NC 28425)

FOR VIOLATIONS OF)
N.C.G.S. § 81A-22)

SETTLEMENT AGREEMENT

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Piggly Wiggly # 91.

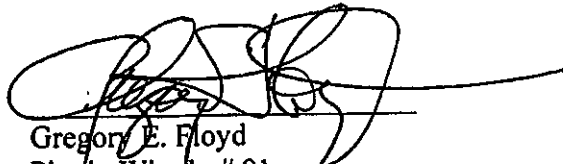
- A. On February 14, 2018 the Standards Division conducted Category A package inspection on random weight packages at Piggly Wiggly #91. Stop sale orders were issued on 2-14-18. The product was to be reweighed for sale. Copies of the stop sale inspections are attached.
- B. On February 21, 2018 the Standards Division conducted Category A package inspection on random weight packages at Piggly Wiggly #91. Stop sale orders were issued on 2-21-18. The product was to be reweighed for sale and Notice of Violation was left. Copies of the stop sale inspections and NOV are attached.
- C. On February 28, 2018 the Standards Division conducted Category A package inspection on random weight packages at Piggly Wiggly #91. Stop sale orders were issued on 2-28-18. The product was to be reweighed for sale and Notice of Violation was left. Copies of the stop sale inspections and NOV are attached.
- D. On May 7, 2018 the Standards Division conducted Category A package inspection on random weight packages at Piggly Wiggly #91. Stop sale orders were issued on 5-7-18. The product was to be reweighed for sale and Notice of Violation was left. Copies of the stop sale inspections and NOV are attached. Civil Penalty was issued for \$682.50 and payment received.

this matter and waives said right by consenting to the terms of this Agreement; and

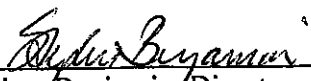
M. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily and is a full and final resolution of all matters contained herein.

This the 24th day of July, 2018.

BY CONSENT:



Gregory E. Floyd
Piggly Wiggly # 91
Burgaw, NC 28425



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF MCDOWELL

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #8580
746 EAST COURT ST
MARION, NC 28752

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #8580.

- A. On 1/18/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 2/22/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 4.67%, based on 14 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #8580, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 2/28/2018, the Standards Division assessed Dollar General #8580 a civil penalty of \$1,380.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute


between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #8580 agrees to pay the sum of \$690.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #8580 shall render due and payable the entire amount of the \$1,380.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #8580 for such payment. Failure by Dollar General #8580 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #8580 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 13 day of March, 2018.

BY CONSENT:

Stephanie Frank
Dolgencorp, Inc
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #11584
110 REBECCA DRIVE
HILLSBOROUGH, NC 27275

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11584.

- A. On 4/5/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 5/9/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.33%, based on 10 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11584, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

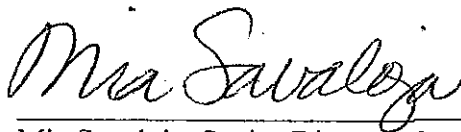
- D. On or about 5/16/2018, the Standards Division assessed Dollar General #11584 a civil penalty of \$1,080.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

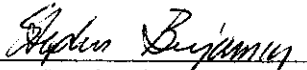
- (a) Dollar General #11584 agrees to pay the sum of \$540.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by June 12, 2018.
- F. Breach of any conditions in paragraph (a) above by Dollar General #11584 shall render due and payable the entire amount of the \$1,080.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11584 for such payment. Failure by Dollar General #11584 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11584 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 29 day of May, 2018.

BY CONSENT:



Mia Savaloja, Senior Director, Store Ops
Dolgencorp, LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF PENDER

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #2767
105 HIGHWAY 117
BURGAW, NC 28425

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #2767.

- A. On 2/13/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 3/15/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.33%, based on 7 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #2767, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 3/22/2018, the Standards Division assessed Dollar General #2767 a civil penalty of \$1,335.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

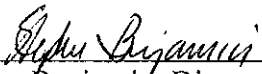
between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #2767 agrees to pay the sum of \$670.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #2767 shall render due and payable the entire amount of the \$1,335.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #2767 for such payment. Failure by Dollar General #2767 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #2767 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 28 day of March, 2018.

BY CONSENT:

Stephanie Frank
DolgnCorp, Inc
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF)	
DOLLAR GENERAL #11652)	<u>SETTLEMENT AGREEMENT</u>
15862 NC HIGHWAY 86 SOUTH)	
PROSPECT HILL, NC 27314)	
FOR VIOLATIONS OF)	
N.C.G.S. § 81A-23)	

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11652.

- A. On 1/25/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 12.00%, based on 6 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 2/26/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.00%, based on 9 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11652, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 3/5/2018, the Standards Division assessed Dollar General #11652 a civil penalty of \$915.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

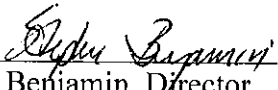
between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #11652 agrees to pay the sum of \$460.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #11652 shall render due and payable the entire amount of the \$915.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11652 for such payment. Failure by Dollar General #11652 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11652 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 15 day of March, 2018.

BY CONSENT:

Stephanie Frank
Dolgnecorp, LLC
Goodlettsville, TN 37072


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #11566
209 EAST MAIN STREET
MAGNOLIA, NC 28349

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11566.

- A. On 1/31/2017 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 3/6/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.00%, based on 9 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11566, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 3/12/2018, the Standards Division assessed Dollar General #11566 a civil penalty of \$915.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

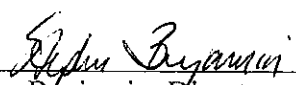
between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #11566 agrees to pay the sum of \$460.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #11566 shall render due and payable the entire amount of the \$915.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11566 for such payment. Failure by Dollar General #11566 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11566 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 15 day of March, 2018.

BY CONSENT:

Stephanie Frank
DolgnCorp, LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #3470
435 NC HWY 49 SOUTH
ASHEBORO, NC 27203

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #3470.

- A. On 4/3/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 8.00%, based on 4 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 5/14/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.67%, based on 8 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- D. As a result of its investigation, the Standards Division alleges that Dollar General #3470, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

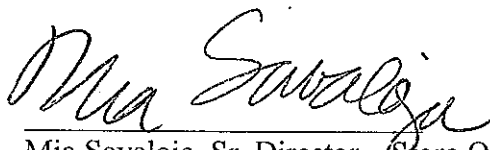
- E. On or about 5/21/2018, the Standards Division assessed Dollar General #3470 a civil penalty of \$855.00 for violations of N.C.G.S. § 81A-23.
- F. The parties are willing to accept a compromise and settlement of the dispute

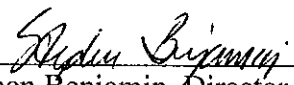
between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #3470 agrees to pay the sum of \$430.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by August 25, 2018.
- G. Breach of any conditions in paragraph (a) above by Dollar General #3470 shall render due and payable the entire amount of the \$855.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #3470 for such payment. Failure by Dollar General #3470 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- H. Dollar General #3470 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 25 day of July, 2018.

BY CONSENT:


Mia Savaloja, Sr. Director – Store Ops
Dolgencorp, LLC
Goodlettsville, TN 37072


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF)
DOLLAR GENERAL #11459)
24020 NORTH MAIN STREET)
WAGRAM, NC 28396)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF)
N.C.G.S. § 81A-23)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #11459.

- A. On 4/17/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 10.00%, based on 5 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 5/17/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 3.33%, based on 10 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #11459, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 5/22/2018, the Standards Division assessed Dollar General #11459 a civil penalty of \$1,050.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

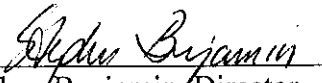
- (a) Dollar General #11459 agrees to pay the sum of \$525.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by June 12, 2018.
- F. Breach of any conditions in paragraph (a) above by Dollar General #11459 shall render due and payable the entire amount of the \$1,050.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #11459 for such payment. Failure by Dollar General #11459 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #11459 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 30 day of May, 2018.

BY CONSENT:



Mia Savaloja, Sr. Director, Store Operations
Dolgencorp, LLC
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF PENDER

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION

IN THE MATTER OF
DOLLAR GENERAL #2767
105 HIGHWAY 117
BURGAW, NC 28425

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SETTLEMENT AGREEMENT

FOR VIOLATIONS OF
N.C.G.S. § 81A-23

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Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Dollar General #2767.

- A. On 2/13/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 6.00%, based on 3 overcharge scanning errors from an inspection lot of 50 randomly selected items.
- B. On 3/15/2018 the Standards Division conducted an inspection of Dollar General's price scanning system. This inspection revealed an error rate of 2.33%, based on 7 overcharge scanning errors from an inspection lot of 300 randomly selected items.
- C. As a result of its investigation, the Standards Division alleges that Dollar General #2767, either by act or omission violated the following provision of the Weights and Measures Act:

N.C.G.S. § 81A-23

No person shall misrepresent the price of any commodity or service sold, offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person.

- D. On or about 3/22/2018, the Standards Division assessed Dollar General #2767 a civil penalty of \$1,335.00 for violations of N.C.G.S. § 81A-23.
- E. The parties are willing to accept a compromise and settlement of the dispute

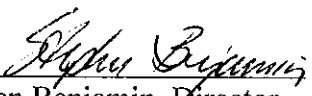
between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- (a) Dollar General #2767 agrees to pay the sum of \$670.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by .
- F. Breach of any conditions in paragraph (a) above by Dollar General #2767 shall render due and payable the entire amount of the \$1,335.00 civil penalty assessment which shall become due and payable within ten (10) days of the Standards Division's written demand to Dollar General #2767 for such payment. Failure by Dollar General #2767 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action, which the state Attorney General is authorized to initiate.
- G. Dollar General #2767 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This the 28 day of March, 2018.

BY CONSENT:

Stephanie Frank
DolgnCorp, Inc
Goodlettsville, TN 37072



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Standards Division

Stephen Benjamin
Director

3/22/2017

Jeff Johnson
Diversified Energy
PO Box 386
Wallace, NC 28466

Dear Mr. Johnson:

Per our recent conversation, I am waiving the \$200.00 civil penalty that had been assessed to you as the result of an inspection at your facility (inspection #215641) on 1/17/2017.

The initial inspection was on 10/31/16 and at least 30 days is allowed to make corrections, making the earliest re-inspection date 12/1/16. The inspector returned on 11/29/16, two days early, and a warning letter was mailed on 11/30/16. Corrections were made on 11/30/16, which were insufficient, but would have been included in the warning letter had the inspection been on 12/1/16 or later. This would have provided another opportunity to make the corrections and a civil penalty avoided. The corrections have been completed and this was confirmed by an inspection on 2/28/17. Due to the procedural error and limiting the opportunity of Diversified Energy to make the repairs prior to a issuing a civil penalty, I am waiving this assessment.

I apologize for any inconvenience this may have caused. Please feel free to contact me if you have any questions.

Sincerely,

Stephen Benjamin, Director
Standards Division

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
16 DAG 10023

SETTLEMENT AGREEMENT

WHEREAS, on September 29, 2016, NCDA&CS issued Petitioner a civil penalty in the amount of Eight Hundred Dollars (\$800.00) for alleged violations of North Carolina LP-Gas Laws and rules observed on the LP-Gas tank at the Residence;

WHEREAS, Petitioner timely appealed the September 29, 2016 civil penalty by filing a Petition for a Contested Case Hearing with the North Carolina Office of Administrative Hearings (16 DAG 10023);

WHEREAS, Petitioner disputes certain aspects of the May 3, 2016 and September 29, 2016 civil penalties;

WHEREAS, NCDA&CS and Petitioner desire to fully and finally compromise and settle all disputes and controversies between them involving or arising out the May 3, 2016 and September 29, 2016 civil penalties;

WHEREAS, NCDA&CS and Petitioner desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, NCDA&CS and Petitioner agree as follows:

1. The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. By his signature below, Petitioner agrees to pay the sum of Three Hundred and Fifty Dollars (\$350.00) to NCDA&CS within thirty (30) days of the effective date of this Agreement.

a. Petitioner's payments will be mailed addressed as follows:

Standards Division
North Carolina Department of Agriculture and Consumer Services
Attention: Stephen Benjamin, Director Standards Division
1050 Mail Service Center
Raleigh, North Carolina 27699-1050

b. Petitioner's payment shall be considered to have been paid on time if Petitioner sends the payment by U.S. Postal Service First Class Mail, or other commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due.

3. By his signature below, Petitioner further agrees to fully remove the LP-Gas tank from the Residence within thirty (30) days of the effective date of this Agreement. Removal shall mean digging up the LP-Gas tank that is currently installed at the Residence and physically removing it from the Residence. Petitioner acknowledges and agrees that if he fails to remove the LP-Gas tank from the Residence as required by this Agreement, the original amounts assessed in the May 3, 2016 and September 29, 2016 civil penalties will become automatically due in full to NCDA&CS.

4. By his signature below, Petitioner further agrees to voluntarily dismiss his appeal of the September 29, 2016 civil penalty (16 DAG 10023) with prejudice.

5. By its representative's signature below, NCDA&CS agrees that, upon Petitioner's removal of the LP-Gas tank from the Residence, the alleged violations of North Carolina LP-Gas law and rules noted in the May 3, 2016 and September 29, 2016 civil penalties will be remedied and NCDA&CS will waive any remaining amounts due or potentially due as a result of the May 3, 2016 and September 29, 2016 civil penalties.

6. An action to recover any amount under this Agreement shall not relieve any party from any other penalty permitted by law.

7. The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referenced in this Agreement.

8. The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

9. The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described in it, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.

10. The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed and signed by all signatories hereto.

11. The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor or against any party based upon which party drafted or participated in drafting this Agreement.

12. If any of the provisions of this Agreement are later determined to be invalid or unenforceable by a court of competent jurisdiction, the provisions found to be invalid or unenforceable shall be treated as being severable from the other provisions of this Agreement and this Agreement shall be construed and enforced as if any such invalid or unenforceable provision(s) had not been included in the Agreement.

Agreement continues on the follow pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed as of the day and year indicated by their signatures below.

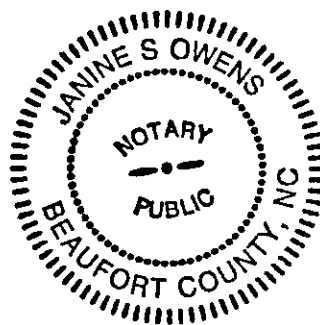
NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
STANDARDS DIVISION

By: Stephen Benjamin
Stephen Benjamin
Director, Standards Division
NCDA&CS

Subscribed and sworn to before me ²⁰¹⁷
this the 5th day of April, 2016.

Janine S. Owens
Notary Public

My Commission Expires: 3/16/2019



PETITIONER

By: Robert H. White
Robert H. White
R.D. White & Sons, Inc.
4737 Main Street,
Shallotte, North Carolina 28470

Subscribed and sworn to before me ¹⁷
this the 30 day of March, 2016.

Elvira Medina
Notary Public

My Commission Expires: July 13, 2020

